



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE COUNCIL CHAMBERS
AT 120 E. MAIN STREET
AT 6:00 P.M., TUESDAY, MAY 5, 2015

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, May 5, 2015 to be approved as proposed or amended.

Consent:

1. Council Minutes 04-17-2015
2. Council Minutes 04-28-2015
3. Bankers Trust, GO Capital Loan Note Series 2008, Principal & Interest, \$476,255.00
4. Bankers Trust, GO Capital Loan Note Series 2009, Principal & Interest, \$184,815.00
5. Veenstra & Kimm, Engineering Services - Reserves Site Plan, \$369.75
6. Veenstra & Kimm, Engineering Services – Wal-Mart Sidewalk, \$300.00
7. Veenstra & Kimm, Engineering Services – Halcyon House Site Plan Review, \$318.00
8. Veenstra & Kimm, Engineering Services – Country Club Road Widening – 500.00
9. Veenstra & Kimm, Engineering Services – N. 6th Avenue Reconstruction, \$1,494.55
10. Veenstra & Kimm, Engineering Services – Industrial Park Rise Improvements, \$11,010.08
11. Veenstra & Kimm, Engineering Services – Sitler Drive Widening Project, \$1,985.00
12. Veenstra & Kimm, Engineering Services – Flow Metering (Phase I), \$7,393.77
13. Veenstra & Kimm, Engineering Services – Courthouse Sewer Separation, \$6,020.78
14. Terracon, Geotechnical Engineering Services – Elevated Water Storage Tank & Future Extension N Ave. F, \$2,000.00
15. DN Tanks, Ground Storage Reservoir, \$33,896.00
16. Kevin Olson, Professional Services, \$1,131.42
17. Moore's BP Amoco, Cigarette/Tobacco Permit, **(renewal)**
18. Wagon Wheel, 521 E. 7th Street, Class C Liquor License (LC) (Commercial), Living Quarters, Sunday Sales, **(renewal)**
19. Wagon Wheel, 2485 Highway 92, 5-day Class C Liquor License (LC) (Commercial) **(new)**
20. Department Reports

Claims and Financial Reports:

Claims as Presented.

SPECIAL PRESENTATION

Police Department Report.

Update on Rental Housing Registration.

Update on Nuisance Abatement.

PRESENTATION FROM THE PUBLIC - Please limit comments to 3 Minutes.

NEW BUSINESS

Discussion and Consideration of COBRA Extension Request – Peg Doughty

Discussion and Consideration Setting Public Hearing Date on FY15 Budget Amendment #2 for May 19.

Discussion and Consideration of Notice of Hearing and Letting – Business Park Water Main.

Discussion and Consideration of Notice of Hearing and Letting – 2015 Sealcoat Project.

Discussion and Consideration of Engineering Services Agreement – West 3rd Street Storm Drainage Study.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Public Hearing on Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost – New 0.5MG Elevated Water Storage Tank.

Discussion and Consideration of Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost – New 0.5MG Elevated Water Storage Tank.

Discussion and Consideration of Resolution Awarding Contract – Elevated Water Storage Tank.

Public Hearing on Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost – N. 6th Avenue Storm Sewer Project.

Discussion and Consideration of Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost – N. 6th Avenue Storm Sewer Project.

Discussion and Consideration of Resolution Awarding Contract – N. 6th Avenue Storm Sewer Project.

Discussion and Consideration of First Reading of an Ordinance Amending Chapter 45.05 – Alcohol in Central Park.

Discussion and Consideration of Resolution Accepting Offer to Buy Real Estate and Acceptance.

Discussion and Consideration of Resolution Approving Council Rules of Procedure. **(Tabled 03-17-2015) Further consideration at the May 19 council meeting.**

DEPARTMENTAL REPORT

Police Department
City Administrator
City Attorney

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor

Mark Kendall

Jaron Rosien

Kathryn Salazar

Bob Shellmyer

Bob Shepherd

Russ Zieglowsky

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 04-21-2015

The Council of the City of Washington, Iowa, met in the council chambers, 120 E. Main Street, at 6:00 P.M., Tuesday, April 21, 2015. Mayor Johnson in the chair. On roll call present: Kendall, Rosien, Salazar, Shellmyer, Shepherd,. Absent: Zieglowsky.

Motion by Kendall, seconded by Rosien, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 21, 2015 be approved as proposed. Motion carried.

Consent:

1. Council Minutes 04-07-2015
2. City of Washington Fireworks Permit for July 4, 2015.
3. Fox Engineering, Lexington Blvd. Pump Station Improvements, \$1,576.00
4. Fox Engineering, Elevated Water Storage Tank, \$2,750.00
5. Fox Engineering, Reverse Osmosis Pilot Study, \$2,144.40
6. V & K, GIS Mapping, \$10,164.00
7. ABATE of Iowa, 2225 250th Street, Class B Beer (BB) (includes wine coolers), Outdoor Service. **(new)**
8. Department Reports

Councilor Shepherd requested item #7 be removed from the consent agenda for separate consideration.

Motion by Kendall, seconded by Shepherd, to approve items 1-6,8. Motion carried.

Motion by Shellmyer, seconded by Rosien, to approve item #7. Motion carried.

Motion by Kendall, seconded by Shepherd, to approve the claims as presented. Motion carried.

Finance Director Kelsey Kranz gave the March financial reports. Motion by Rosien, seconded by Shepherd, to accept the financial reports. Motion carried.

Amber Talbot from Paws and More gave an update on the Spay and Neuter Program and some improvements that have been made at the Shelter.

Merle Hagie gave an update on nuisance abatement.

Presentations from the public included:

1. Ed Raber, WEDG Director, gave an update on the Modine Factory closing.
2. Lynn Stille, 522 W. Tyler Street, stated his objection to the housing complex to be built in his neighborhood and asked a question about the zoning.

Motion by Rosien, seconded by Shellmyer, to approve the Optimist Club Adopt-a-Highway renewal application. Motion carried.

Bids received for Development Services Truck Replacement:

V-6 Double Cab:

Stew Hanson Dodge	\$24,926.00
Karl Chevrolet	\$24,742.70

Wiele Chevrolet \$26,298.00

V-8 Double Cab:

Stew Hanson Dodge \$24,726.00
Karl Chevrolet \$25,673.45
Wiele Chevrolet \$27,262.00
Jack Walker Dodge \$35,000.00

Motion by Salazar, seconded by Rosien, to approve purchase of 2015 Dodge V-8 Double Cab from Stew Hanson in the amount of \$24,726.00. Vote was 4-1. Shellmyer voted "no". Motion carried.

Bids received for 2 snow plows:

Future Line Truck Equipment	Boss 10' Straight Blade	\$12,600.00
Future Line Truck Equipment	Western 10' Heavy Weight	\$13,416.80
Henderson Truck Equipment	9' Henderson MTP Medium Duty	\$18,490.00

Motion by Shellmyer, seconded by Rosien, to approve purchase of the Boss 10' Straight Blade in the amount of \$12,600.00 for two blades. Motion carried.

Bid proposals received for the Reverse Osmosis Pilot Study:

Harn R/O Systems, Inc.	\$29,550.00
Wigen Water Technologies	\$34,500.00

Motion by Rosien, seconded by Shepherd, to approve the proposal from Harn R/O Systems. Motion carried.

Motion by Salazar, seconded by Kendall, to approve the proposal from Terracon for Construction Observation and Materials Testing Services – 0.5MG Elevated Water Storage Tank. Motion carried.

Mayor Johnson announced that now is the time for the public hearing on the 2014 Compilation of Washington Code of Ordinances.

No written or oral objections were received.

Motion by Kendall, seconded by Salazar, to close the public hearing. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried.

Motion by Rosien, seconded by Kendall, to approve the Resolution Adopting 2014 Compilation of Washington Code of Ordinances. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. **(Resolution No. 2015-022)**

Motion by Salazar, seconded by Kendall, to approve the Resolution Naming Depositories for City of Washington, Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. **(Resolution No. 2015-023)**

Motion by Rosien, seconded by Kendall, to approve the Site Plan – ICN. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. **(Resolution No. 2015-024)**

Motion by Rosien, seconded by Shepherd, to approve the Site Plan – Wesley Life Skilled Nursing Facility. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. **(Resolution No. 2015-025)**

Motion by Shellmyer, seconded by Kendall, to approve the Resolution Approving Site Plan as amended – Reserves at Briarwood. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. **(Resolution No. 2015-026)**

Motion by Rosien, seconded by Shepherd, to approve the Resolution Amending Revised Development Agreement – Briarwood Partners, LLC. (name change). Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. **(Resolution No. 2015-027)**

Motion by Shellmyer, seconded by Shepherd, to approve the Resolution Amending 2012 Comprehensive Plan Future Land Use Map. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. **(Resolution No. 2015-028)**

Motion by Kendall, seconded by Shellmyer, to approve the Resolution Authorizing Assessment to Taxes. Roll call on motion: Ayes: Kendall, Rosien, Shellmyer, Shepherd. Nays: none. Motion carried. Salazar abstained with conflict. **(Resolution No. 2015-029)**

City Administrator Brent Hinson gave council an update on progress made toward strategic goals that council had set.

Motion by Kendall, seconded by Shepherd, that the Regular Session held at 6:00 P.M., Tuesday, April 21, 2015 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Council Minutes 04-28-2015

The Council of the City of Washington, Iowa, met in Special Session in the Nicola-Stoufer Meeting Room, in the Washington Public Library, 115 W. Washington Street, at 6:00 P.M., Tuesday, April 28, 2015. Mayor Johnson in the Chair. On roll call present: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Absent: Zieglowsky.

Motion by Shellmyer, seconded by Rosien, that the agenda for the Special Session to be held at 6:00 P.M., Tuesday, April 28, 2015 be approved as amended. Councilor Shepherd requested that the new business items be moved for consideration before unfinished business. Motion carried unanimously.

Presentations from the public:

Geneva Genkinger, resident of the City of Washington, rose in opposition to allowing any alcohol in Central Park.

Discussion of Alcohol in Central Park Ordinance.

Sarah Sadrakula, Main Street Washington Director, and Michelle Redlinger, Washington Chamber of Commerce Director, rose in support of limited allowance of alcohol in Central Park.

After council discussion, motion by Salazar, seconded by Kendall, to direct staff to draft an ordinance to make modification to Chapter 45.05 by adding "Council may grant special permission for events with alcohol in Central Park on a case by case basis". Motion carried. Vote was 4-1. Shellmyer voted "no".

Bids received for Bio-Solids Removal Project:

Nutri-Ject	\$145,312.00
Synagro	\$153,000.00
Iowa Grow, Inc	\$90,000.00

Motion by Rosien, seconded by Shepherd, to accept the bid from Iowa Grow, Inc. Motion carried unanimously.

City Administrator Brent Hinson gave council an update on the status of the former library building. Discussion followed.

Council discussion on proposed Council Rules of Procedure. After discussion council directed staff to make changes as discussed and craft any additional suggestions and bring the document to council on May 19 for formal action.

Motion by Salazar, seconded by Rosien, that the council go into closed session per Iowa Code 21.5(j). Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried.

Motion by Rosien, seconded by Salazar, that the council return to open session. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried.

Motion by Kendall, seconded by Shepherd, to direct staff to begin to negotiate for property as proposed. Motion carried. Vote was 3-1. Shellmyer voted "no". Kendall abstained with conflict.

Motion by Salazar, seconded by Rosien, that the Special Session held at 6:00 P.M., Tuesday, April 28, 2015 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

Sandra Johnson, Mayor



Date: 04/10/2015

CITY OF WASHINGTON
ATTN: CITY CLERK
215 E WASHINGTON ST
P.O BOX 516
WASHINGTON IA 52353-2024

Re:
CITY OF WASHINGTON
GENERAL OBLIGATION CAPITAL LOAN NOTE
SERIES 2008 CORPORATE PURPOSE
DTD 6/18/08 \$4,355,000

Corporate Trust Department
DIANA VAN VLEET
Account Name: WASH08
Trust Acct No: 0185365582

Debt Service

Registered interest due	06/01/2015	36,005.00
Registered principal due	06/01/2015	440,000.00
Fees for invoice#	20492	250.00
Less: Funds on Deposit		(0.00)
Total Due:		<hr/> 476,255.00

FUNDS MUST BE ON DEPOSIT AT BANKERS TRUST COMPANY BEFORE
PRINCIPAL AND INTEREST PAYMENTS ARE MADE TO BONDHOLDERS.

PAYMENT BY CHECK MUST BE RECEIVED 5 DAYS PRIOR TO DUE DATE. PLEASE
RETURN YOUR PAYMENT IN THE ENCLOSED RETURN ENVELOPE OR SEND IT TO:

BANKERS TRUST COMPANY
CORPORATE TRUST DEPARTMENT
453 7TH STREET
DES MOINES, IOWA 50309

PAYMENT BY WIRE MUST BE RECEIVED ON PAYMENT DATE PRIOR TO 11:00 AM CST.

WIRE FUNDS TO:
BANKERS TRUST COMPANY, DES MOINES, IOWA
ABA # 073000642
ATTN: CORPORATE TRUST DEPARTMENT ACCT #801119

ALL LATE PAYMENTS WILL BE CHARGED A \$75.00 FEE



Date: 04/10/2015

CITY OF WASHINGTON
ATTN: CITY CLERK
215 E WASHINGTON ST
P.O BOX 516
WASHINGTON IA 52353-2024

Re:
CITY OF WASHINGTON
GENERAL OBLIGATION CAPITAL LOAN NOTE
SERIES 2009 ESSENTIAL CORPORATE PURPOSE
DTD 6/17/09 \$3,500,000

Corporate Trust Department
DIANA VAN VLEET
Account Name: WASH09
Trust Acct No: 0185368453

Debt Service

Registered interest due	06/01/2015	54,565.00
Registered principal due	06/01/2015	130,000.00
Fees for invoice#	20493	250.00
Less: Funds on Deposit		(0.00)
Total Due:		<hr/> 184,815.00

FUNDS MUST BE ON DEPOSIT AT BANKERS TRUST COMPANY BEFORE
PRINCIPAL AND INTEREST PAYMENTS ARE MADE TO BONDHOLDERS.

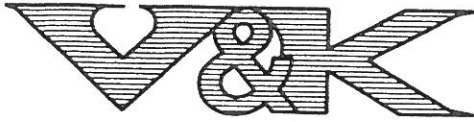
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VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

STATEMENT OF PROFESSIONAL SERVICES

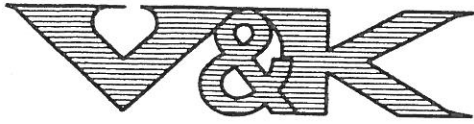
City of Washington
215 East Washington
P.O. Box 516
Washington, IA 52353

April 24, 2015
Project No: 24616-017
Invoice No: 9

Project Manager Leland Belding III

Engineering services for Reserves Site Plan:
Professional Services from March 22, 2015 to April 18, 2015
Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	2.00	111.00	222.00	
Engineer IV	1.00	96.00	96.00	
Totals	3.00		318.00	
Total Labor				318.00
Reimbursable Expenses				
Travel			51.75	
Total Reimbursables			51.75	51.75
				Total this Invoice
				\$369.75



VEENSTRA & KIMM, INC.

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STATEMENT OF PROFESSIONAL SERVICES

City of Washington
215 East Washington
P.O. Box 516
Washington, IA 52353

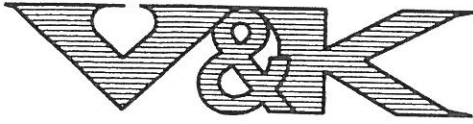
April 24, 2015
Project No: 24616-021
Invoice No: 1

Engineering services for Wal-Mart Sidewalk:

Project Manager Leland Belding III

Professional Services from March 22, 2015 to April 18, 2015
Professional Personnel

	Hours	Rate	Amount	
Engineer XI	5.00	60.00	300.00	
Totals	5.00		300.00	
Total Labor				300.00
			Total this Invoice	\$300.00



VEENSTRA & KIMM, INC.

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STATEMENT OF PROFESSIONAL SERVICES

City of Washington
215 East Washington
P.O. Box 516
Washington, IA 52353

April 24, 2015
Project No: 24616-022
Invoice No: 1

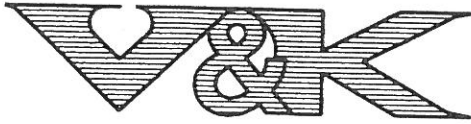
Project Manager Leland Belding III

Engineering services for Halcyon House Site Plan Review:

Professional Services from March 22, 2015 to April 18, 2015

Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	2.00	111.00	222.00	
Engineer IV	1.00	96.00	96.00	
Totals	3.00		318.00	
Total Labor				318.00
				Total this Invoice
				\$318.00



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STATEMENT OF PROFESSIONAL SERVICES

City of Washington
215 East Washington
P.O. Box 516
Washington, IA 52353

April 24, 2015
Project No: 24635
Invoice No: 6

Project Manager Leland Belding III

Engineering services for Country Club Road Widening - Design Services:

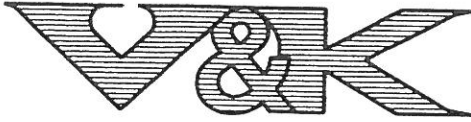
Professional Services from March 22, 2015 to April 18, 2015

Fee

Total Fee	5,000.00			
Percent Complete	100.00	Total Earned	5,000.00	
		Previous Fee Billing	4,500.00	
		Current Fee Billing	500.00	
		Total Fee		500.00
			Total this Invoice	\$500.00

Billings to Date

	Current	Prior	Total
Fee	500.00	4,500.00	5,000.00
Totals	500.00	4,500.00	5,000.00



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

STATEMENT OF PROFESSIONAL SERVICES

City of Washington
 215 East Washington
 P.O. Box 516
 Washington, IA 52353

April 24, 2015
 Project No: 24642
 Invoice No: 8

Project Manager Leland Belding III

Engineering services for North 6th Avenue Reconstruction - Design:
Professional Services from March 22, 2015 to April 18, 2015

Professional Personnel

	Hours	Rate	Amount	
Clerical III	6.00	41.00	246.00	
Engineer III-A	8.00	111.00	888.00	
Engineer XI	4.00	60.00	240.00	
Totals	18.00		1,374.00	
Total Labor				1,374.00

Unit Billing

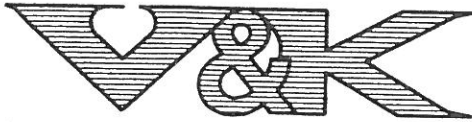
Duplication			31.30	
Duplication-8.5 X11 Color			89.25	
Total Units			120.55	120.55

Billing Limits

	Current	Prior	To-Date	
Total Billings	1,494.55	13,414.93	14,909.48	
Limit			17,000.00	
Remaining			2,090.52	
		Total this Invoice		\$1,494.55

Billings to Date

	Current	Prior	Total
Labor	1,374.00	12,639.00	14,013.00
Expense	0.00	123.49	123.49
Unit	120.55	652.44	772.99
Totals	1,494.55	13,414.93	14,909.48



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STATEMENT OF PROFESSIONAL SERVICES

City of Washington
 215 East Washington
 P.O. Box 516
 Washington, IA 52353

April 24, 2015
 Project No: 24644
 Invoice No: 3

Project Manager Leland Belding III

Engineering services for Industrial Park Rise Improvements - Design Services:

Professional Services from March 22, 2015 to April 18, 2015

Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	57.00	111.00	6,327.00	
Technician III	56.00	65.00	3,640.00	
Technician IV	6.50	60.00	390.00	
Technician VI	10.00	51.00	510.00	
Totals	129.50		10,867.00	
Total Labor				10,867.00

Unit Billing

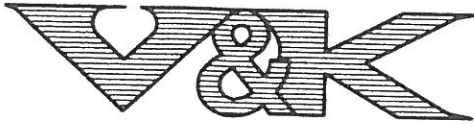
Mileage			48.88	
Duplication			.80	
GPS			90.00	
Duplication-8.5 X11 Color			3.40	
Total Units			143.08	143.08

Billing Limits

	Current	Prior	To-Date	
Total Billings	11,010.08	41,813.23	52,823.31	
Limit			190,000.00	
Remaining			137,176.69	
		Total this Invoice		\$11,010.08

Billings to Date

	Current	Prior	Total
Labor	10,867.00	39,770.00	50,637.00
Expense	0.00	434.06	434.06
Unit	143.08	1,609.17	1,752.25
Totals	11,010.08	41,813.23	52,823.31



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STATEMENT OF PROFESSIONAL SERVICES

City of Washington
215 East Washington
P.O. Box 516
Washington, IA 52353

April 24, 2015
Project No: 24646
Invoice No: 4

Engineering services for Sitler Drive Widening:

Project Manager Leland Belding III

Professional Services from March 22, 2015 to April 18, 2015

Fee

Total Fee	39,700.00		
Percent Complete	45.00	Total Earned	17,865.00
		Previous Fee Billing	15,880.00
		Current Fee Billing	1,985.00
		Total Fee	1,985.00
		Total this Invoice	\$1,985.00

Billings to Date

	Current	Prior	Total
Fee	1,985.00	15,880.00	17,865.00
Totals	1,985.00	15,880.00	17,865.00



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

STATEMENT OF PROFESSIONAL SERVICES

City of Washington
215 East Washington
P.O. Box 516
Washington, IA 52353

April 24, 2015
Project No: 24648
Invoice No: 3

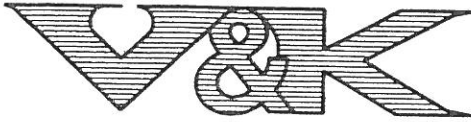
Engineering services for Flow Metering - Phase 1:

Project Manager Leland Belding III

Professional Services from March 22, 2015 to April 18, 2015

Professional Personnel

	Hours	Rate	Amount	
Technician IV	4.00	60.00	240.00	
Technician VI	4.00	51.00	204.00	
Totals	8.00		444.00	
Total Labor				444.00
Reimbursable Expenses				
Miscellaneous Expense			6,906.64	
Total Reimbursables			6,906.64	6,906.64
Unit Billing				
Mileage			43.13	
Total Units			43.13	43.13
Total this Invoice				\$7,393.77



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

STATEMENT OF PROFESSIONAL SERVICES

City of Washington
215 East Washington
P.O. Box 516
Washington, IA 52353

April 24, 2015
Project No: 24649
Invoice No: 1

Project Manager Leland Belding III
Services: NEED JOB OPENING

Engineering services for Court House Sewer Separation - Design

Professional Services from March 22, 2015 to April 18, 2015

Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	15.00	111.00	1,665.00	
Engineer XI	24.00	60.00	1,440.00	
Technician IV	27.00	60.00	1,620.00	
Technician V	3.00	54.00	162.00	
Technician VI	12.50	51.00	637.50	
Totals	81.50		5,524.50	
Total Labor				5,524.50

Unit Billing

Mileage	136.28	
Robotics	120.00	
GPS	240.00	
Total Units	496.28	496.28

Total this Invoice \$6,020.78



INVOICE

2640 12th St. SW
Cedar Rapids, IA 52404
319-366-8321

Project Mgr: Nick Hussey

Project: 0.5 MG Elevated Water Storage Tank and F Avenue Ex
Future North F Avenue
West 5th Street
Washington, IA 52353

To: City of Washington
Attn: Brent Hinson
215 E. Washington Street
PO Box 516
Washington, IA 52353

REMIT TO:
Invoice Number: T637916
Terracon Consultants, Inc.
PO Box 843358
Kansas City, MO 64184-3358
Federal E.I.N.: 42-1249917

Project Number:	06145634
Invoice Date:	4/28/2015
For Period:	12/28/2014 to 4/18/2015

For geotechnical engineering services in conjunction with the above referenced project.

Description	Total
Lump Sum Total Due	\$2,000.00

If you have any questions regarding this invoice, please call (319) 366-8321.

Invoice Total	\$2,000.00
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Contractor's Application for Payment No. 10

To (Owner) City of Washington, Iowa Project New 1.0 MG Ground Storage Reservoir Owner's Contract No. 	Application Period: 2/1/15 - 04/30/2015 From (Contractor) DN Tanks Contract Contractor's Project No.
Application Date: 4/30/2015 Via (Engineer) FOX Engineering Engineer's Project No. 3424-13A	

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	\$10,801.37	
TOTALS		
NET CHANGE BY CHANGE ORDERS		\$10,801.37

1. ORIGINAL CONTRACT PRICE..... \$ 51,622,088.00 ✓
2. Net change by Change Order..... \$ 510,801.37 ✓
3. Current Contract Price (Line 1 + 2)..... \$ 51,632,889.37 ✓
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 51,632,889.37 ✓
5. RETAINAGE:
 - a. 5% X 1,632,889.37 Work Completed..... \$ 581,644.47
 - b. 5% X Stored Material..... \$ 581,644.47
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 51,551,244.90 ✓
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 51,517,349.90 ✓
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 533,896.00 ✓
8. AMOUNT DUE THIS APPLICATION..... \$ 581,644.47 ✓
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column C total on Progress Estimates + Line 8.c above)..... \$ 581,644.47 ✓

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment,
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise provided in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances), and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

Contractor Signature: Wayne Geon Date: 4/30/2015

Payment of: \$ 33,896.00
 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] P.J. BAKER, PE Date: 5/1/2015
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) (Date)

Approved by: _____ Funding or Financing Entity (if applicable) (Date)

Kevin D. Olson
Attorney-at-Law
1400 5th Street, P.O. Box 5127
Coralville, Iowa 52241
Phone (319) 351-2277 Fax: (319) 351-2279

May 1, 2015

Mr. Brent Hinson, City Administrator
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

INVOICE

For legal services rendered to the City of Washington, Iowa

TOTAL HOURS	11.75 hours (reg)
TOTAL MILEAGE	132 miles
Hourly Rate	\$90/hour- Reg
Mileage Rate	\$0.56 per mile
TOTAL FOR THIS INVOICE	\$1,131.42

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO PERMIT

For period 7-1, 20 15 through June 30, 20 16

PLEASE TYPE OR PRINT LEGIBLY

Please mail this completed application to your local jurisdiction. If you have questions, call your city clerk (within city limits) or your county auditor (outside city limits).

I/We hereby make application for a retail permit to sell cigarettes and tobacco products:

BUSINESS INFORMATION

Name of Business/DBA: Moore's BP Amoco Inc.
1061 West Madison
Location Address (Must Have): Washington, IA 52353
(319) 653-2509
Mailing Address: _____ City: _____ State/Zip: _____
Type of Sales: Vending Machine Over-the-counter Telephone Number (_____) _____
Type of Retail Establishment:
 bar convenience store - with gas convenience store - no gas drug store gas station
 grocery hotel/motel liquor store restaurant tobacco store
 other _____

Cigarettes must be sold at the minimum price set by the State of Iowa. Obtain a current copy from the Iowa Department of Revenue Web site at www.state.ia.us/tax or from TaxFax at 1-800-572-3943 (enter form number 71023).

ONLY APPROVED BRANDS OF CIGARETTES OR ROLL-YOUR-OWN PRODUCTS MAY BE SOLD IN IOWA
Any brand not on the list is contraband. In addition, all cigarettes sold in Iowa must have an Iowa Cigarette Tax Stamp affixed to each package. Any violation of contraband or non-Iowa cigarette tax stamped package is subject to seizure and penalties under the provisions of Iowa Code 453A and 453D.

The list of approved brands is always current at www.state.ia.us/tax/business/CigTobIndex.html and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS — THEIR BRANDS AND BRAND FAMILIES

Go to <http://elists.idrf.state.ia.us/scripts/wa.exe> and sign up for the Cigarette/Tobacco eList (listserv). You will receive an e-mail every time the approved list changes or the minimum price changes.

LEGAL OWNER INFORMATION

Type of Ownership: Individual Partnership Corporation LLC LLP

Legal Owner: MOORES BP AMOCO INC
(Name of Individual, Partnership, Corporation, LLC, or LLP)

Mailing Address: 1001 W MADISON ST
City: WASHINGTON State: IA Zip: 52353 Ph. Number: (319) 653 2509
Fax Number: (_____) E-mail Address: mooresbp@iowa-telecom.net

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes and tobacco products.

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL

Name (please print): George A Moore Name (please print): _____
Signature: [Signature] Signature: _____
Date: 4-30-15 Date: _____

FOR OFFICE USE ONLY

Amount Paid: 4/30/2015
Date Issued: _____ New
Permit #: _____ Renewal

FOR CITY CLERK/COUNTY AUDITOR ONLY
PLEASE SEND COMPLETED COPY TO THE IOWA
DEPARTMENT OF COMMERCE,
ALCOHOLIC BEVERAGE DIVISION

Name of Issuing City or County _____

Applicant License Application (LC0036223)

Name of Applicant: <u>Lexboul Entertainment,LLC</u>		
Name of Business (DBA): <u>The Wagon Wheel</u>		
Address of Premises: <u>521 East 7th</u>		
City <u>Washington</u>	County: <u>Washington</u>	Zip: <u>52353</u>
Business (319) 653-3637		
Mailing <u>521 East 7th</u>		
City <u>Washington</u>	State <u>IA</u>	Zip: <u>52353</u>

Contact Person

Name Monte Davis
Phone: (319) 461-0796 Email mdavis-65@hotmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 06/19/2015

Expiration Date: 06/18/2016

Privileges:

Class C Liquor License (LC) (Commercial)

Living Quarters

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>
Corporate ID Number: <u>360640</u> Federal Employer ID

Ownership

Gary Davis

First Name: Gary **Last Name:** Davis
City: Washington **State:** Iowa **Zip:** 52353
Position: President
% of Ownership: 75.00% **U.S. Citizen:** Yes

Dorothy Davis

First Name: Dorothy **Last Name:** Davis
City: Washington **State:** Iowa **Zip:** 52353
Position: Vice-President
% of Ownership: 25.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>

Applicant License Application ()

Name of Applicant:	<u>Lexboul Entertainment,LLC</u>				
Name of Business (DBA):	<u>The Wagon Wheel</u>				
Address of Premises:	<u>2223 250th Street</u>				
City	<u>Washington</u>	County:	<u>Washington</u>	Zip:	<u>52353</u>
Business	<u>(319) 653-3637</u>				
Mailing	<u>521 East 7th Street</u>				
City	<u>Washington</u>	State	<u>IA</u>	Zip:	<u>52353</u>

Contact Person

Name	<u>Monte Davis</u>				
Phone:	<u>(319) 461-0796</u>	Email	<u>mdavis-65@hotmail.com</u>		

Classification Class C Liquor License (LC) (Commercial)

Term:5 days

Effective Date: 05/07/2015

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType:	<u>Limited Liability Company</u>				
Corporate ID Number:	<u>360640</u>	Federal Employer ID	<u>26-2676777</u>		

Ownership

Gary Davis

First Name: Gary **Last Name:** Davis
City: Washington **State:** Iowa **Zip:** 52353
Position: Owner
% of Ownership: 75.00% **U.S. Citizen:** Yes

Dorothy Davis

First Name: Dorothy **Last Name:** Davis
City: Washington **State:** Iowa **Zip:** 52353
Position: Owner
% of Ownership: 25.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>		
Policy Effective Date:		Policy Expiration	

Rental Agreement

Washington County Fair Association



Fair Board Copy

FOR OFFICE USE ONLY

Issued on: 11-4-14

Issued by: Nancy Adrian

Event Date/Time: May 9 2015

Event Type: Wedding Reception

Room Being Rented: Downstairs - East Banquet

Rental Pd: Cash or Ck # 5143 Date: 1/31/15 Amt: 250.00

Deposit Pd: Cash or Ck # _____ Date: _____ Amt: _____

Homeowner's Insurance Received Date: _____

The Washington County Fair Building is owned and operated by the Washington County Fair Association. The Washington County Fair Building was constructed for use during the Washington County Fair. During other times of year it may be rented for private parties, meetings, gatherings, etc...

Below are the terms and conditions for rental of the Washington County Fair Building.

- Dates for reservations will not be guaranteed until a signed copy of this contract and the total rent for the facility is returned to the Building Manager. If the contract and rent is not returned to the Building Manager within two weeks of issuance date noted above, the requested date will be reopened to the public.
- A \$250 deposit is required when you take possession of the key. This check will be deposited. Your \$250 deposit will be returned once the building has been inspected and deemed acceptable within 21 days following the event. In the event that the facilities are found damaged or inadequately cleaned, cost of cleanup and repair will be deducted from the deposit.
 - Additional cleaning will be charged at \$20/hour and taken out of the deposit prior to return.
- If the rental agreement is cancelled more than 60 days before the scheduled event, all of the rental fee will be refunded. If it is cancelled less than 60 days from the scheduled event, 1/2 of the rental fee will be refunded.
- Rental fees are as follows:

	<u>Sunday - Thursday</u>	<u>Friday - Saturday</u>
Large meeting space with serving kitchen - Lower Level	\$150.00	\$250.00
Conference Room - Main Level	\$100.00	\$150.00
- Only table decorations or free standing are allowed. No ceiling or wall decorations. Decorations are the property of the user and must be removed from the building upon conclusion of the event.
- The kitchen is available for use with rent of the downstairs meeting space only. The kitchen is a serving kitchen, and is not intended for food preparation. Coffee pots and roasters are available for use. Please clean them when done.
- All food and beverages are the responsibility of the renting party. If alcoholic beverages are served, the renter must comply with all applicable laws and ordinances of Washington County and the State of Iowa. The Washington County Fair Association assumes no liability for actions of persons who may have consumed alcoholic beverages on the premises.
- Before you are issued the key you will need to furnish a photocopy of your Homeowner's Insurance Policy stating that you have liability coverage in case of an accident.
- Please check the following items you will need to use:
 _____ Podium _____ Sound System _____ Risers
- Renter must complete a copy of the clean-up sheet in order to guarantee return of full deposit.

This agreement is entered into between the Washington County Fair Association and

Sherry Bear 111 Alegre Washington, Va 52353
 Business or Name Address
319-759-2249
 Contact Person Phone

I have read and understand the terms and conditions outlined above and on the reverse side.

X Sherry Bear _____ X 1/31/15
 Signature Date

Emergency contact numbers for weekend, holiday, or evening events. Contact in order listed until you reach someone.

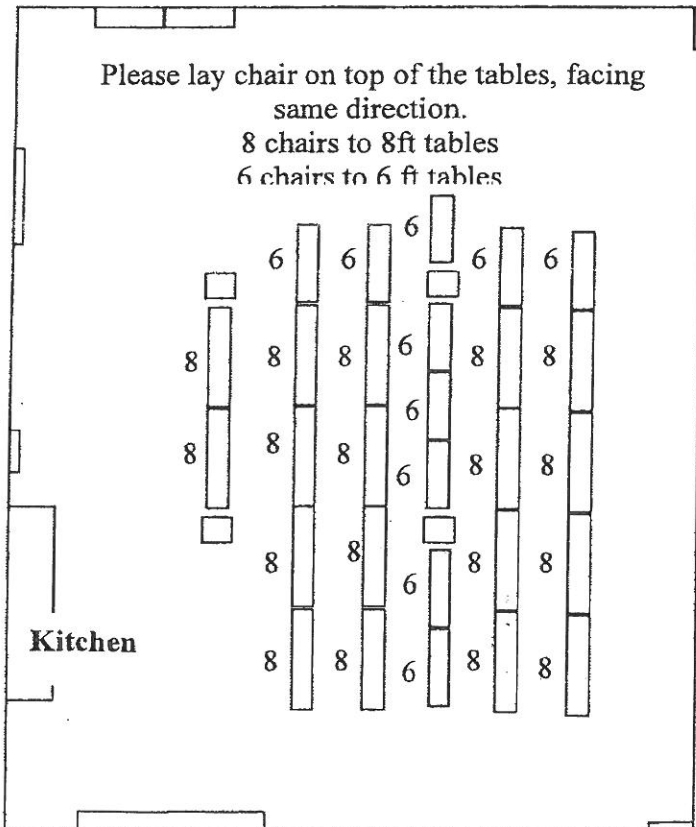
- | | | | |
|--|---|--|---|
| 1. Mike Hammes - Building Manager
Cell 319-461-0489 | 2. Jarrod Horning - Fair Board President
Cell 319-653-8745 | 3. Brian Eakins - Fair Board Member
Cell 641-680-9732 | 4. John Wagner - Fair Board Member
Cell 319-461-4853 |
|--|---|--|---|
- OVER

Clean-Up Checklist Washington County Fair Association Meeting/Banquet Rooms

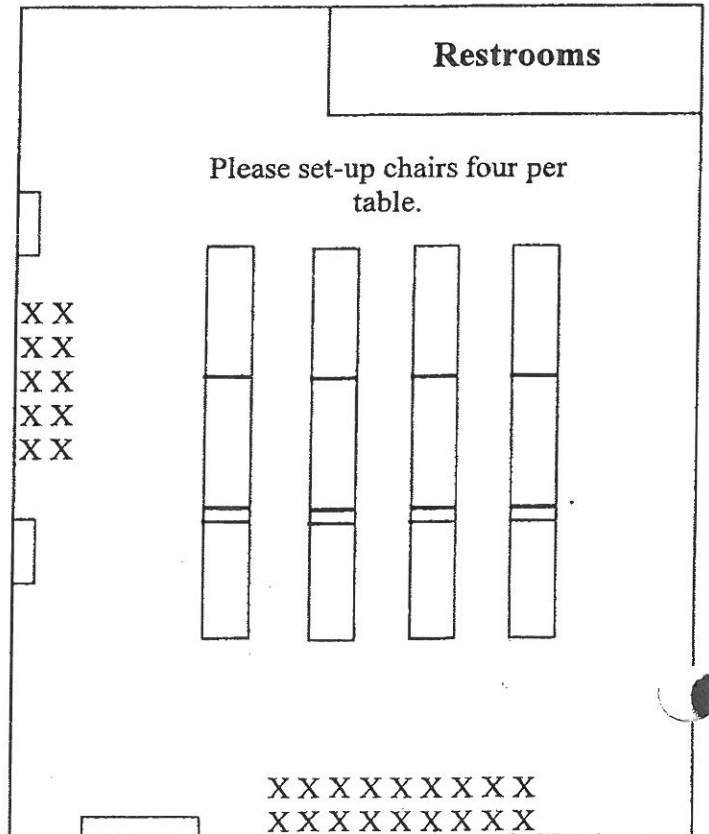
- Sweep floors – mop if necessary.
- Vacuum entry rugs (both rooms) and vacuum carpet upstairs.
- Wash off tables, chairs, and kitchen counters downstairs.
- Put tables and chairs back according to diagram.
8 chairs to 8 ft. tables & 6 chairs to 6 ft. tables.
Chairs facing same direction
- Take trash to dumpster (one in parking lot east of building)
- Put in new trash bags.
- Check bathrooms
 - Toilets flushed Counter wiped off
 - Trash is picked up Lights are off
 - Doors are open
- Turn off basement sound system if you are using it.
- Final check – check for marks on walls, etc.
- Turn off lights.
- Lock doors.
- Leave fob/key in kitchen drawer downstairs or on table upstairs.

Set the rooms up like the diagrams below when your event is over.

Downstairs



Upstairs



**WWTP report
May 5, 2015
Council Meeting**

- **After hour alarm and dog call outs –**
18th Delen called out to the WWTP to load trickling filter rock for M/C @ 9:00 a.m.
23rd dog call, Safety Center reported a dog to be picked up at Walmart, 9:36 p.m. Delen
25th WWTP alarm, generator running, 10:30 a.m. Jason
25th dog call, Safety Center reported a dog to be picked up at 815 S 3rd Ave, 1:00 p.m. Jason
28th dog call, Safety Center reported a dog to be picked up at 726 S Iowa, 1:00 a.m. Delen
- **Dept Head meetings –** Jason attended the meetings on the 28th & 5th.
- **Old WWTP bio-solids removal project –** Iowa Grow, Inc from Kalona will be removing the bio-solids from the old WWTP later this fall. Gilbert Troyer, owner of Iowa Grow, Inc has done work at the WWTP before and did a great job for the City.
- **Yard Waste Center (YWC) –** We will be open on Saturday mornings from 7:00 a.m. to 10:00 a.m. during May so Washington residents can haul their own yard waste to the YWC.
- **Bi-annual samples –** Were collected at Montchevre-Betin, Inc and Bazooka –Farmstar.
- **Cooking oil/grease –** We have been experiencing cooking oil/grease entering the WWTP lately. This causes the flow entering the plant to back up since there is so much of it. We have to remove it by hand as the stair screen can't bring it all the way out of the channel. Some of it gets through the screen and gets into the wet well and SBR tanks causing problems. In the near future we will be working with other City Depts to make sure all known grease traps in town are being properly cleaned and maintained.
- **WWTP main breaker –** The main breaker was tripped on the 25th. The generator supplied back up power until Jason got to the WWTP and reset the breaker. Alliant power was restored by 10:40 a.m.

**Fred E. Doggett
5/1/2015 8:42 AM**

Maintenance and Construction Report

4/11/15-4/24/15

STREETS: M/C Personnel operated the street sweeper around the entire City. Personnel pothole patched areas around town. The seal coat street list were compiled and turned into for this year, approximately 60 blocks. Personnel seeded more areas of previous excavation and took out the matting that was placed in areas that grass had grown tall enough to allow for. The granite rock was crushed and personnel hauled approximately 350 ton up to the soccer field parking area, the grinder had a break down and will continue on Friday May 1st. Personnel were called out to repair the door at the airport in the maintenance building. Crews hauled numerous loads of spoil away from the shop. EIB is expected to start on the new material storage building the first of May, we put a base down around the east/west ends for traffic and workers.

WATER DISTRIBUTION: M/C Personnel repaired a water box at 703 South Ave C where a new rod was installed. Personnel had 15 water shut offs for nonpayment. Personnel repaired a leaking gate valve located at North Marion Ave-West 7th St.

SEWER COLLECTION: M/C Personnel jetted and televised several areas. One being the parking lot to Hy-Vee and Orschelns, televised and jetted downstream and West 2nd St between North Marion and North Ave B also needed jetted before televising. Another area that was jetted and televised was located at West Tyler straight north of the High School. Personnel disconnected a 6 inch field tile running into the sanitary sewer on the south side of West Tyler, north of the High School. Personnel installed a new manhole on South Ave D in the 900 block.

STORM SEWER COLLECTION: M/C Personnel have been televising and investigating storm lines in the business district area.

MECHANIC/SHOP: M/C Personnel serviced sweeper (wheel bearings and hubs), #301 (hydraulic tank, hydraulic filter, rotate tires and weld box frame), Massey tractor ((rear axle and housing), 103 (service and rotate tires), #501 (electrical, rewired rear end), FD Tanker (belt noise), Backhoes (greased), PD 96 (serviced, drivers door, rotate tires) and PD 672 (fuel line).

OTHER: M/C Personnel responded to 48 One Call Locates. Personnel continued to pick up brush and yard waste bags on a weekly basis, YTD total on bags 2,810. M/C evaluations took place and have been completed. Personnel have been inspecting concrete jobs by private contractors.

Please note that this report does not include every task M/C personnel performed, but shall be a highlight of our work performed as a department.

CITY OF WASHINGTON

CLAIMS REPORT FOR MAY 5, 2015

POLICE	GALL'S INC.	BODY CAMERA	260.00	
	IGRAPHIX, INC	SHIPPING	8.62	
	IOWA LAW ENFORCMT ACADEMY	EVALUATION	140.00	
	KIECK'S	SUPPLIES	71.90	
	MARCO, INC.	COPIER MAINT	113.30	
	SITLER'S SUPPLIES INC.	BATTERIES	11.40	
	UP - TOWN AUTO WASH. LLC	CAR WASH REFILL CARD	100.00	
	VISA	SOFTWARE, SCHOOLING, SUPPL	332.40	
		TOTAL	1,037.62	
	DEVELOP SERV	BRUNS, DAVID	MILEAGE REIMB	44.07
VISA		SUPPLIES & CHAMBER DINNER	171.41	
		TOTAL	215.48	
LIBRARY	CINTAS CORP LOC. 342	SERVICE	42.90	
	DEMCO	BOOK PROCESSING SUPPLIES	69.03	
	FAREWAY STORES	SUPPLIES	22.11	
	MEDIACOM	INTERNET/PHONES	125.03	
	SCHAEFER CLEANING	MAY 2015 CLEANING	1,125.00	
	STAPLES ADVANTAGE	TONER/OFFICE SUPPLIES	555.37	
	WCDC INC	WINDOW WASHING	30.00	
		TOTAL	1,969.44	
	PARKS	FAREWAY STORES	CLEANING SUPPLIES	46.28
		GREINER DISCOUNT TIRES	REPAIR LAWN MOWER TIRE	12.00
WASHINGTON PEST & TERMITE		FERTILIZER & LAWN SEED	382.50	
WASHINGTON RENTAL		SHARPEN CHAIN	7.50	
WIDMER, TIM		REIMBURSEMENT FOR PARTS	8.25	
		TOTAL	456.53	
CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	22.68	
	ATCO INTERNATIONAL	SUPPLIES	288.00	
	BIG COUNTRY SEEDS	GRASS SEED	464.50	
		TOTAL	775.18	
FINAN ADMIN	ALL AMERICAN PEST CONTROL	SERVICE	44.00	
	ARMSTRONG HTG INC.	HVAC SERVICE	311.69	
	CINTAS CORP LOC. 342	SERVICE	122.42	
	FAREWAY STORES	SUPPLIES	35.31	
	IMPRESSIONS COMPUTERS, INC	SERVICE	206.25	
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	141.55	
		TOTAL	861.22	
STREET LIGHTING	ALLIANT ENERGY	SERVICE	45.89	
		TOTAL	45.89	
CAPITAL PROJ	FLYNN COMPANY, INC	PAY APP 6 RUNWAY CONSTRUCT	132,626.29	
	IOWA DEPARTMENT OF NATURAL RESOURCES	PERMIT-WATER MAIN EXT	356.80	
		TOTAL	132,983.09	
WELLNESS PARK	RLB TILING INC.	WELLNESS PARK DRAINAGE/TILING	2,886.48	
		TOTAL	2,886.48	
PARKS	WRIGHT WAY TRAILERS, INC.	BAND TRAILER	2,550.00	
		TOTAL	2,550.00	
TREE COMMITTEE	BAILEY NURSERIES	TREES	1,353.42	

	FULTON, GEORGE	TREE COMMITTEE SUPPLIES	19.99
	KELLY TREE FARM	TREES	1,300.00
	MCCONNELL, MARDE	REIMBURSEMENT	19.80
		TOTAL	2,693.21
PARKS	SCHIMBERG CO.	FOUTAIN REPAIRS	764.47
	VICTOR STANLEY	PARK BENCH	1,740.00
		TOTAL	2,504.47
LIBRARY	FAREWAY STORES	PROGRAM SUPPLIES/POETRY REFRESI	24.15
	GALE/CENGAGE LEARNING	WESTERNS	36.34
	IOWA LIBRARY SERVICES	KIDS 1ST CONFERENCE	60.00
	OFFICE ELEMENTS	GENEALOGY PRINTER	22.63
	ORIENTAL TRADING COMPANY INC	SUMMER READING SUPPLIES	101.60
	RECORDED BOOKS LLC	AUDIOBOOKS	96.29
	THE DES MOINES REGISTER	NEWSPAPER SUBSCRIPTION	417.51
	THE WAYLAND REPORTER	NEWSPAPER SUBSCRIPTION	25.00
		TOTAL	783.52
WATER PLANT	ALLIANT ENERGY	SERVICE	27.99
	HOWREY, WILLIAM	MILEAMG REIMB	14.69
	POSTMASTER	WATER BILL POSTAGE	825.08
	STATE HYGIENIC LAB	TESTING	100.00
	WATER SOLUTIONS UNLIMITED	CHEMICALS	3,724.64
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	40.66
		TOTAL	4,733.06
WATER DIST	ALLIANT ENERGY	SERVICE	37.54
	DENNIS COLEMAN	REIMBURSMENT FOR BOOTS	100.00
	TURNER, PARKER	REIMBURSMENT FOR BOOTS	96.29
		TOTAL	233.83
SEWER PLANT	ALLIANT ENERGY	SERVICE	19.86
	DOGGETT, FRED	MILEAGE AND MEALS REIMBURS	171.03
	TESTAMERICA LABORATORIES INC	TESTING FEES	947.10
	USA BLUEBOOK	PARTS/TOXIC GAS MONITOR	2,438.90
		TOTAL	3,576.89
SANITATION	LUKE WASTE MANAGEMENT	REFUSE AND RECYCLING	24,804.50
	LUKE WASTE MANAGEMENT	189- BULKY STICKERS	756.00
	LUKE WASTE MANAGEMENT	CLEANUP AND APPLIANCES	15,938.00
	MURPHY, ADAM	GARBAGE STICKER REFUND	56.68
	WASH CO. HUMANE SOCIETY	APRIL COLLECTIONS	448.98
		TOTAL	42,004.16
UNEMPLOYMENT SELF INS	IOWA WORKFORCE DEVELOPMENT	UI ACCT#104129-2	8,828.00
		TOTAL	8,828.00
		TOTAL	209,138.07
		AIRPORT RUNWAY CONST. PAYMENT	(132,626.29)
		TOTAL	76,511.78

B #	ADDRESS	Complainant	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean up deadline	Pics	Action/Results	City Official	Status
	March 2015										
1	626 E. Madison St.	city	indoor couch & chair in front yard	3-Mar	3-Mar	hanger				MH	CLOSED
2	918 E. Main St.	city	parking in yard/grass	3-Mar						MH	CLOSED
3	420 S. 2nd Ave.	city	trash, trailer in front yard	9-Mar	9-Mar	letter	19-Mar	*	3-23 done	MH	CLOSED
4	403 E. 2nd	city	couch in drive	10-Mar	10-Mar	hanger				MH	CLOSED
5	1014 E. 2nd	city	couch/trash in drive	10-Mar		called			called Rodney says gone by 3-20	MH	CLOSED
6	214 S. Ave. D.	city	from 11-14 construction equip in resident area	11-Mar	11-Mar	letter	15-Apr	*		MH	open
7	920 N. 4th Ave.	city	couch/tv in yard	17-Mar	14-Mar	hangers			3/19/2015 gone	MH	CLOSED
8	1121 N. 3rd Ave.	city	truck/4wheeler in front yard	17-Mar		hanger			3-23 truck gone 3-30 reminder/4wheeler 3-19 gone	MH	CLOSED
9	1416 E. 2nd St.	city	couch at curb	18-Mar	18-Mar	hanger				MH	CLOSED
0	513 S. Ave. E	city	trash behind house	18-Mar	18-Mar	verbal		*	talked to occupant says will get rid of trash 3-23 gone	MH	CLOSED
1	713 W. Madison St.	city	car parking on grass	19-Mar	19-Mar	hanger			3-23 gone	MH	CLOSED
2	522 N. Ave C	city	trash in rear yard	19-Mar	23-Mar	letter	1-Apr	*	3/26/15-Chris Taylor called. They are waiting for spring cleanup. call him at 319-458-9829 anytime(sec)	MH	open
3	515 S. 2nd St	city	trash by rear deck	23-Mar	23-Mar	letter	7-Apr	*		MH	CLOSED
4	414 E. 2nd St	city	trash by garage	23-Mar	30-Mar	hanger				MH	CLOSED
5	406 E. Washington St.	city	vehicles/trash	24-Mar	24-Mar	letter		*	4-16 talked to Nic Luke owner to get it cleaned up	MH	open
6	610 S. 9th Ave.	city	sidewalk trip hazzard	25-Mar	31-Mar	letter	30-Apr	*		MH	open
7	220E. Jefferson	city	sidewalk gravel	25-Mar	1-Apr	letter	13-Apr	*	tore up by Alliant owner contacted alliant for repair	MH	open
8	903 E. Main St.	city	indoor chairs by garage	25-Mar	17-Mar	letter	26-Mar	*	3-25 gone	MH	CLOSED
9	717 E. 2nd St.	city	car in rear yard	25-Mar	25-Mar	hanger		*	3-26 gone	MH	CLOSED
0	718 E. Main St.	city	car in rear yard	25-Mar	25-Mar	hanger	24-Apr	*	letter 4-14	MH	CLOSED
1	602 E. 2nd St.	city	mattress/springs by garage 2 couches on porch	25-Mar	25-Mar	hanger	24-Apr	*	letter 4-14	MH	open
2	421 E. 2nd St.	city	pickup car in rear yard	25-Mar	25-Mar	hanger		*		MH	open
3	402 E. Main St.	city	car in rear yard	25-Mar	25-Mar	hanger		*	3-30 gone	MH	open
4	515 W. Monroe St.	city	car in rear yard	26-Mar	26-Mar	hanger		*		MH	CLOSED
5	110 E. Monroe	city	trash bags in rear yard	26-Mar	26-Mar	hanger	22-Apr	*	letter 4-8-15	MH	open
6	1208 E. 2nd St.	city	couch in yard	30-Mar	30-Mar	hanger		*		MH	CLOSED
			House Sliding coming off from Feb	30-Mar	30-Mar	letter	4-May	*	4-8 owner called contacting contractor start ASAP	MH	open

April 2015

OB #	ADDRESS	Complainant	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean up deadline	Pics	Action/Results	City Official	Status
1	316 S. Ave B	city	sidewalk trip hazard	1-Apr	1-Apr	letter	13-Apr	*	owner called says sidewalk sinking referred to JJ Bell 4-9	MH	open
2	1318 Woodland Ct.	city	sidewalk missing by drive	1-Apr	1-Apr	letter	24-Apr	*	4-14 letter 3-17 Tim called start May 1	MH	open
3	320 S. Marion Ave.	city	big chunk missing on sidewalk	1-Apr	1-Apr	letter	30-May	*	owner called has plans to rebuild last part of May	MH	open
4	902 E. 2nd St.	city	parking on grass	6-Apr	6-Apr	verbal			occupant says will gravel on W. side of house	MH	open
5	220 S. Ave. D	city	trash front yard	6-Apr	6-Apr	hanger				MH	open
6	303 W. Jefferson St.	city	trash front yard/porch	6-Apr	6-Apr	hanger				MH	open
7	903 E. 3rd St.	city	couch on patio	6-Apr	6-Apr	hanger			occupant says spring clean-up	MH	CLOSED
8	903 E. 3rd St.	city	parking on grass	6-Apr	6-Apr	phone			occupant will gravel on W side of house 4-13 warned again	MH	CLOSED
9	903 E. 3rd St.	city	car in rear yard	6-Apr	6-Apr	phone	6-May	*	4-9 says will move car soon	MH	open
10	415 W. Washington St.	city	lots of trash around property in rear	6-Apr	6-Apr	letter				MH	open
11	925 E. 3rd St.	city	someone living in travel trailer	6-Apr	7-Apr	letter				MH	open
12	514 S. Ave. E	city	truck parking on grass	8-Apr	8-Apr	hanger			4-13 owner called trailer gone soon	MH	CLOSED
13	828 S. Ave C	city	car parking on grass	8-Apr	8-Apr	hanger			4-14 gone	MH	CLOSED
14	620 S. Ia. Ave	city	couch in yard	9-Apr	9-Apr	hanger			4-23 GONE	MH	CLOSED
15	426 S. 3rd Ave	city	repeat violation car/grass	13-Apr	13-Apr	letter	20-Apr	*	last notice before notice to abate letter	MH	open
16	726 S. Iowa Ave.	city	2 cars on grass	13-Apr	13-Apr	hangers			4-14 gone	MH	CLOSED
17	102 N. 7th	city	car in yard	14-Apr	14-Apr	hanger				MH	CLOSED
18	600 S. B Ave.	citizen	why was tree not taking down along with house	17-Apr	20-Apr	verbal		*	called 4/17/15 at 11:25. Left message for her to call my cell	sed	CLOSED
19	807 S. 2nd Ave.	city	Kim Herm 591-1105 complained	14-Apr	14-Apr	cert letter	18-May		Called Joe Marie will clean up soon	MH	open
20	1004 N. 6th Ave.	city	sidewalk panel missing another broken	21-Apr	21-Apr	hanger			letter	MH	open
21	1025N. 2nd Ave.	city	junk cars in yard	22-Apr	22-Apr	hanger				MH	CLOSED
22	1112 N. 2nd Ave	city	TV at curb	22-Apr	22-Apr	hanger				MH	open
23	1610 N. 2nd Ave.	city	2 TV at curb	22-Apr	22-Apr	hanger				MH	CLOSED
24	809 N. Ia. Ave.	city	TV at curb	22-Apr	22-Apr	hanger				MH	CLOSED
25	703 N. Ia. Ave.	city	couch at curb	22-Apr	22-Apr	hanger				MH	CLOSED
26	715 N. Ia. Ave.	city	mattress at curb	22-Apr	22-Apr	hanger				MH	CLOSED
27	608 N. Ia. Ave.	city	trash bag at curb tv on porch	22-Apr	22-Apr	hanger				MH	open
28	520 N. Ia. Ave.	city	trash bags at curb- furniture on porch	22-Apr	22-Apr	hanger				MH	CLOSED
29	715 N. Marion Ave.	city	couch-tv at curb	22-Apr	22-Apr	hanger				MH	CLOSED
30	709 N. Marion	city	couch at curb	22-Apr	22-Apr	hanger				MH	CLOSED
31	1213 N. Marion Ave.	city	tv at curb	22-Apr	22-Apr	hanger				MH	CLOSED
32	709 N. Ave. B	city	chair at curb	22-Apr	22-Apr	hanger				MH	CLOSED
33	116 W. 3rd St.	city	mattress-couch at curb	22-Apr	22-Apr	hanger				MH	CLOSED
34	303 W. 3rd St.	city	chair at curb	22-Apr	22-Apr	hanger				MH	CLOSED
35	400 W. 3rd St.	city	TV at curb	22-Apr	22-Apr	hanger				MH	open
36	415 W. 2nd SR.	city	2 tv-2 spfa chair trash bags no stickers	22-Apr	22-Apr	hanger				MH	open
37	417 W. Wash. St.	city	tv chair mattress	22-Apr	22-Apr	hanger				MH	open
38	308 W. Wash. St.	city	chair at curb	22-Apr	22-Apr	hanger				DB	open
39	308 W. Jeff. St.	city	mattress at curb	22-Apr	22-Apr	hanger				DB	open
40	415 W. Jeff. St.	city	mattress- chair- tv	22-Apr	22-Apr	hanger				DB	open
41	633 W. Jeff. St.	city	mattress-2 bags trash no stickers	22-Apr	22-Apr	hanger				DB	open
42	515 W. Monroe St.	city	20 bags trash no stickers	22-Apr	22-Apr	hanger				DB	open
43	640 S. Ave C	city	15 bags trash	22-Apr	22-Apr	hanger			4-30-15 12 noon abated Mark's	DB	open
13	815 S. Ave C	city	trash bag- tv-monitor	22-Apr	22-Apr	hanger				DB	CLOSED
14	820 S. Ave C	city	TV at curb	22-Apr	22-Apr	hanger				DB	CLOSED
15	820 S. Ave C	city	mattress at curb	22-Apr	22-Apr	hanger				DB	CLOSED

DB #	ADDRESS	city	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean up deadline	Pics	Action/Results	City Official	Status
46	906 S. Ave D	city	2 mattress at curb	22-Apr	22-Apr	hanger				DB	CLOSED
47	421 W. Van Buren	city	2 mattress at curb	22-Apr	22-Apr	hanger				DB	CLOSED
48	825 S. Ave B	city	2 mattress at curb	22-Apr	22-Apr	hanger				DB	CLOSED
49	731 S. Ave B	city	chair at curb	22-Apr	22-Apr	hanger			4-30 hanger chair moved to porch	DB	open
50	701 S. Ave B	city	appliance-sofa	22-Apr	22-Apr	hanger				DB	CLOSED
51	809 S. Marion Ave.	city	2 mattress at curb	22-Apr	22-Apr	hanger				DB	CLOSED
52	708 S. Ia Ave.	city	comp desk	22-Apr	22-Apr	hanger				DB	CLOSED
53	712 S. Ia Ave.	city	TV at curb	22-Apr	22-Apr	hanger				DB	CLOSED
54	110 E. Monroe St.	city	3 tv at curb	22-Apr	4-225	hanger				DB	CLOSED
55	411 S. 2nd Ave	city	5 mattresses at curb	22-Apr	22-Apr	hanger				DB	CLOSED
56	803 S. 2nd Ave.	city	mattress at curb	22-Apr	22-Apr	hanger				DB	CLOSED
57	813 S. 2nd Ave.	city	tv-carpet- mattress at curb	22-Apr	22-Apr	hanger				DB	CLOSED
58	944 S. 2nd Ave.	city	TV at curb	22-Apr	22-Apr	hanger				DB	CLOSED
59	409 S. 3rd Ave.	city	TV at curb	27-Apr	27-Apr	hanger				MH	CLOSED
60	709 S. 3rd	city	TV at curb	27-Apr	27-Apr	hanger				MH	CLOSED
61	924 S. 4th Ave.	city	Boat seat in yard	27-Apr	27-Apr	hanger				MH	open
62	325 E. Madison	city	trash in yard too soon	27-Apr	27-Apr	hanger				MH	open
63	409 E. Washington	city	TV at curb	27-Apr	27-Apr	hanger				MH	open
64	602 E. Madison	city	2 chairs at curb	27-Apr	27-Feb	hanger				MH	open
65	415 E. Madison	city	trash bags at curb mattress	27-Apr	27-Apr	hanger				MH	open
66	619 E. Van Buren	city	trash bags-boxes-2 TV at curb	27-Apr	27-Apr	hanger				MH	open
67	415 E. Van Buren	city	Nuisance/Complaint/Concern	27-Apr	27-Apr	hanger				MH	open
68	721 E. Harrison St.	city	TV at curb	27-Apr	27-Apr	hanger				MH	open
69	406 E. Washington St.	city	tires at curb	27-Apr	27-Apr	hanger				MH	open
70	711 E. Madison St.	city	TV at curb	27-Apr	27-Apr	hanger				MH	open
71	420 S. 8th St.	city	TV at curb	27-Apr	27-Apr	hanger				MH	open
72	612 S. 8th St.	city	TV at curb	27-Apr	27-Apr	hanger				MH	open
73	739 E. Washington St.	city	TV at curb	27-Apr	27-Apr	hanger				MH	open
74	521 S. 9th Ave.	city	couch at curb	27-Apr	27-Apr	hanger				MH	open
75	702 S. 9th Ave.	city	trash at curb	27-Apr	27-Apr	hanger				MH	open
76	710 S. 9th Ave.	city	TV at curb	27-Apr	27-Apr	hanger				MH	open
77	1307 E. Washington St.	city	TV at curb	27-Apr	27-Apr	hanger				MH	open
78	1120 E. Washington St.	city	TV at curb	27-Apr	27-Apr	hanger				MH	open
79	202 E. main St.	city	TV at curb	28-Apr	28-Apr	hangers			unknown which apartment owner says will go away	MH	open
80	718 E. Main	city	Mattresses on trailer	28-Apr	28-Apr	hanger				MH	open
81	1009 E. Main St	city	mattress at curb	28-Apr	28-Apr	verbal				MH	open
82	1114 E. 2nd St.	city	furniture in yard	28-Apr	28-Apr	hanger				MH	open
83	1105 E. 2nd St.	city	mattress /junk trash bags	28-Apr	28-Apr	hanger				MH	open
84	1000 E. 2nd St.	city	car on grass	28-Apr	28-Apr	hanger				MH	open
85	902 E. 2nd St.	city	2 TV-2Mattresses-tires at curb	28-Apr	28-Apr	hanger				MH	open
86	609 E. 2nd St.	city	trash bags at curb	28-Apr	28-Apr	hanger				MH	open
87	308 E. 2nd St.	city	a/c at curb	28-Apr	28-Apr	hanger				MH	open
88	222 E. 2nd St.	city	TV at curb	28-Apr	28-Apr	hanger				MH	open
89	208 E. 2nd St.	city	TV at curb	28-Apr	28-Apr	hanger			3 apt unknown which one	MH	open
90	213/215 E. 3rd St.	city	couch-chair at curb	28-Apr	28-Apr	hangers				MH	open
91	219 E. 3rd St.	city	mattress-a/c init	28-Apr	28-Apr	hangers				MH	open
92	316 E. 3rd St.	city	chair at curb a/c unit at fence	28-Apr	28-Apr	hangers				MH	open
93	714 E 3rd St.	city	trash bags carpet at curb	28-Apr	28-Apr	hanger			lukes?	MH	open
94	903 E. 3rd St.	city	chair at curb	28-Apr	28-Apr	hanger				MH	open
95	1011 E. 3rd St.	city	couch	28-Apr	28-Apr	hanger				MH	open
96	1109 E. 3rd St.	city	TV-tires 2 couch-2 mattresses	28-Apr	28-Apr	hanger			owner called 4-30 will have sticker on 5-1 for pickup	MH	open
97	1027 E. 3rd St.	city	mattress-trash bags-junk	28-Apr	28-Apr	hanger			lukes?	MH	open
98	1212 E. 2nd St.	city	trash bags-junk	28-Apr	28-Apr	hanger			lukes?	MH	open

Peggi A. Doughty
1450 Ridgeview Ct.
Washington, IA 52353

April 27, 2015

Brent Hinson and the Washington City Council
City of Washington
215 East Washington St.
Washington, IA 52353

Dear: Brent Hinson and the Washington City Council

I am currently being covered by the COBRA provision of the City of Washington health insurance plan. I am requesting that my eligibility for this provision be extended for an additional eighteen (18) months. This action would enable me and my husband to continue our current health coverage until we both become eligible for Medicare. I will become eligible in December of 2016 and my husband will become eligible in June of 2016.

I believe a positive response to this request is warranted for a number of reasons, which include:

- My twenty five (25) year tenure as a trusted employee of the City of Washington
- My positive and service oriented behavior as a representative of the City of Washington
- There are at least two (2) precedents in which COBRA benefits were extended to former employees
- I pay the entire cost of the health coverage, there is no cost to the taxpayers of the City of Washington

Thank you for your time and consideration in this matter. I hope you will respond favorably to my request.

Sincerely,

A handwritten signature in black ink that reads "Peggi A. Doughty". The signature is written in a cursive, flowing style.

Peggi A. Doughty

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of WASHINGTON in WASHINGTON County, Iowa
will meet at 120 E. MAIN STREET, WASHINGTON, IOWA 52353
at 6:00 on 05/19/2015
(hour) (Date)

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2015
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,283,612		3,283,612
Less: Uncollected Property Taxes-Levy Year	2			0
Net Current Property Taxes	3	3,283,612	0	3,283,612
Delinquent Property Taxes	4	0		0
TIF Revenues	5	215,280		215,280
Other City Taxes	6	748,521		748,521
Licenses & Permits	7	120,000		120,000
Use of Money and Property	8	135,973		135,973
Intergovernmental	9	1,444,522	328,662	1,773,184
Charges for Services	10	4,654,389		4,654,389
Special Assessments	11	35,500		35,500
Miscellaneous	12	12,600	80,384	92,984
Other Financing Sources	13	6,768,924	1,529,776	8,298,700
Total Revenues and Other Sources	14	17,419,321	1,938,823	19,358,144
Expenditures & Other Financing Uses				
Public Safety	15	1,757,569	3,000	1,760,569
Public Works	16	1,645,372	383,500	2,028,872
Health and Social Services	17	0		0
Culture and Recreation	18	832,773	27,664	860,437
Community and Economic Development	19	19,570		19,570
General Government	20	720,121	113,086	833,207
Debt Service	21	950,458		950,458
Capital Projects	22	1,171,823	83,002	1,254,825
Total Government Activities Expenditures	23	7,097,686	610,251	7,707,937
Business Type / Enterprises	24	6,726,548	19,776	6,746,324
Total Gov Activities & Business Expenditures	25	13,824,234	630,028	14,454,262
Transfers Out	26	4,418,924	1,499,776	5,918,700
Total Expenditures/Transfers Out	27	18,243,158	2,129,804	20,372,962
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-823,837	-190,981	-1,014,818
Beginning Fund Balance July 1	29	5,372,892	0	5,372,892
Ending Fund Balance June 30	30	4,549,055	-190,981	4,358,074

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Underbudgeted for utilities, telecommunications, and library repairs, fiscal year carry over of several capital projects and amendment for increased LOST revenue.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Illa Earnest, City Clerk

City Clerk/ Finance Officer Name

Previously Approved Projects/Purchases

Offsetting RV RV Source

Other Notes

GF 001- Mini Bus	30,000.00	30,000.00	LOST Revenue	-25% of LOST Revenue
LOST Fund to General Fund	30,000.00	0.00	LOST Revenue	Extra LOST to Mini-bus
Reimbursement Agreement - Chamber	14,522.52	14,522.52	Chamber reimbursement	
Reimbursement Agreement - Main Street	22,996.62	22,996.62	Main Street reimbursement	
Reimbursement Agreement - WEDG	38,946.54	38,946.54	WEDG Reimbursement	
Capital Proj - S. 12th and E Tyler	67,754.00	0.00	N/A	-Carryover into FY from FY14
Capital Proj - South Ave E	15,247.86	0.00	N/A	-Carryover into FY from FY14
Fund 603 -Water Capital Proj - South B Ave Water Main	19,776.45	19,776.45	Water Revenues	-Overlap
Water fund transfer to Water Capital Projects	19,776.45	0.00	N/A	
Airport Hangar project	76,500.00	57,375	State Grant match (75%)	-Airport fund covering other 25%
Airport Apron/Long Term Parking	300,000.00	270,000.00	Federal match (90%)	-Airport fund covering other 10%
Transfer from Capital Projects to Water Cap Proj	1,450,000.00	1,450,000.00	2009 Bond Proceeds	-Construction is completed
Items Requiring Council Approval				
GF 001 Police - Legal Expense	3,000.00	0.00	N/A	- Unanticipated Ray and Associates billings
GF 001 Admin - Telecommunications	2,500.00	0.00	N/A	- Underestimate, new phone contract
GF 001 Admin - Utilities	4,120.00	0.00	N/A	- Higher gas costs this winter- Old Library
GF 001 Development Services- Engineering Expense	7,000.00		Permit Revenue	
GF 001- Library HVAC leak	13,162.29	3,918.53	Insurance Reimbursement	-Unexpected HVAC leak Fall 2014
GF 001- Library Utilities	10,500.00	0.00	Increased County Contributions	-Higher utility costs than expected, this is being investigated
GF 001- Library Telecommunications	680.00	0.00	Increased County Contributions	-Had to switch to a higher band width for internet
GF 001- Library Technology Services	3,321.50	1,287.08	Library Technology Grant	-Higher cost to upgrade server
Total	\$2,129,804.23	\$1,908,822.74		

Transfers (Included Above)

<u>From</u>	<u>Out Amount</u>	<u>To</u>	<u>In Amount</u>	<u>Purpose</u>
LOST Revenue	30,000.00	General Fund	30,000.00	Extra LOST to Mini-Bus
Water Fund	19,776.45	Water Capital Proj	19,776.45	S. B Ave Water Main
Capital Projects	1,450,000.00	Water Capital Proj	1,450,000.00	To cover cost of Ground Storage
	<u>1,499,776.45</u>		<u>1,499,776.45</u>	

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF INDUSTRIAL PARK WATER MAIN IMPROVEMENTS FOR THE CITY OF WASHINGTON, IOWA, AND THE TAKING OF BIDS THEREFOR

Notice is hereby given that the City Council of Washington, Iowa will meet in the Council Chambers at the old Public Library, 120 East Main Street, Washington, Iowa, at 6:00 p.m. on the 2nd day of June, 2015, at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of Industrial Park Water Main Improvements and work incidental thereto for said City.

Sealed proposals will be received by the City Clerk of the City of Washington, Iowa, at City Hall, 215 East Washington Street, Washington, Iowa, until 2:00 p.m. on the 28th day of May, 2015, for the construction of Industrial Park Water Main Improvements. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the June 2nd City Council Meeting or at such later time and place as then may be fixed.

The nature and extent of the improvements are as follows:

INDUSTRIAL PARK WATER MAIN IMPROVEMENTS

Construction of Industrial Park Water Main Improvements including all labor, materials and equipment necessary to construct 3493 LF of 12-inch diameter water main in open cut, 75 LF of 12-inch diameter water main bored in place inside 20-inch steel casing pipe, valves, valve boxes, hydrants, connections to existing systems, water service connections, handling of existing utilities, clearing, excavating, backfill, surface restoration, erosion control, seeding, removal and replacement of 320 LF of 18-inch and 10 LF of 40-inch storm sewer, and associated work including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Washington, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

Notice of Hearing and Letting

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF WASHINGTON, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

By virtue of statutory authority, preference will be given to projects and provisions grown, and coal produced within the State of Iowa, and preference will be given to Iowa domestic labor in the construction of the improvements.

The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

The City Council reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contract as it shall deem for the best interest of the City. The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) from the date of receiving bids.

Notice of Hearing and Letting

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period as required by the specifications after its completion and acceptance by the City Council.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed and shall be completed by September 25, 2015.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds, and/or from cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be based on monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed including materials and equipment delivered to the job during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the

Notice of Hearing and Letting

Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted by him under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence

Notice of Hearing and Letting

that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Coralville, Iowa, which plans and specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies are available from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jillc@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Technigraphics, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

This notice is given by order of the Council of the City of Washington, Iowa.

CITY OF WASHINGTON, IOWA

Sandra Johnson, Mayor

NHL-5

24644/1

Notice of Hearing and Letting

ATTEST:

Illa Earnest, City Clerk

NHL-6

24644/1

CITY OF WASHINGTON, IOWA

2015 SEALCOAT PROJECT

NOTICE TO BIDDERS

Notice is hereby given that there are on file in the Development Services office of the City of Washington, Iowa, proposed specifications, and form of contract for the public improvements hereinafter described for the 2015 Sealcoat Project.

Sealed proposals for the construction of the said improvements will be received at the office of the City Clerk for the City of Washington, Iowa until **9:00 A.M., May 18, 2015**. At 9:05 A.M. all sealed proposals will be publicly opened and read aloud.

The general description of the work involved is as follows:

2015 Sealcoat project is approximately of 42,801 SY of seal coat overlay and 0 SY of surface correction.

Bids will be received for work under one contract.

The City will be issuing a sales tax exemption certificate, so the cost of sales tax should not be included in the bid.

Each proposal shall be made on the proposal form prepared for this purpose, which may be obtained from Veenstra & Kimm, Inc. or on a form approved by Veenstra & Kimm, Inc. Each proposal shall be accompanied by a bid bond on the form included in the specifications or another approved form, or a cashier's check or certified check drawn on a bank or credit union in Iowa or a bank chartered under the laws of the United States, and filed in a sealed envelope separate from the one containing the proposal. The contractor's **bid bond**, cashier's or certified check shall be in an amount of **10%** of the bid price made payable to the Treasurer of the City of Washington, Iowa. The bid bond will act as security that, if awarded a contract by resolution of the Council, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificate of insurance. The bid bond will be forfeited and the proceeds retained as liquidated damages if the bidder fails to execute a contract or file acceptable performance and payment bonds and an acceptable certificate of insurance within fifteen (15) days after the acceptance of his proposal by resolution of the council. No Bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

Payment for said work will be made in cash from proceeds to be received from the **Road Use Tax** funds of said City and/or cash funds of said City that are available and that may be legally used for said purpose.

Payments will be made to the Contractor based on monthly estimates in amounts equal to ninety-five percent (95%) of the contract value of the work completed during the preceding month. Estimates will be prepared the last week of the month by the Contractor and approved by the City of Washington's Engineering Technician. The City of Washington's Engineering Technician will certify the approved estimate to the Council for payment on the next regularly scheduled Council meeting of the following month. Such payment will in no way be construed as an act of acceptance for any part of the work partially or totally, completed. The balance of the **five percent** due the Contractor will be paid not earlier than 31 days from the date of final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payment will be due until the Contractor has certified to the City Clerk that the materials, labor, and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. The Contractor may be required to submit lien waivers prior to

payment approval. The Contractor shall submit a **2-year maintenance bond** for the total amount of the project prior to final payment and acceptance of the project.

All work and equipment is to be in accordance with the specifications and form of contract now on file in the Development Services' office and by this reference made a part hereof as though fully set out and incorporated herein.

The work shall be completed by **August 7, 2015**.

Liquidated damages in the amount of two hundred fifty dollars (\$250.00) per calendar day will be assessed for each day the work shall remain uncompleted after the contract completion date, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor and approved by the City.

The successful bidder will be required to furnish a corporate **surety bond** in an amount equal to one hundred percent (**100%**) of the contract price prior to commencing work on the project. Said bond shall be issued by a responsible surety approved by the City Council, and shall guarantee the faithful performance of the contract and the terms and conditions until the time of acceptance of the improvements by the City.

Specifications governing the construction of the proposed improvements have been prepared by Veenstra & Kimm, inc. for the City of Washington, Iowa. Said specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice, and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Said specifications and proposed contract documents are now on file in the Development Services' office at 215 East Washington Street, Washington, Iowa, for examination by bidders. Copies of specifications, form of proposal, and form of contract may be secured at the office of Veenstra & Kimm, Inc. by bona fide bidders.

The City reserves the right to reject any and all bids and to waive informalities and technicalities in any bid, and to enter into such contract, or contracts, as it shall deem for the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of letting.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes. The Iowa Reciprocal Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

SEAL COAT PROJECT ESTIMATOR

Section	Street		Overlay (first coat)			Surface Correction (second coat)			Granular Subbase					
			Length (ft)	Width (ft)	SY	Length (ft)	Width (ft)	SY	Length (ft)	Width (ft)	Depth (ft)	CY	Priority	
1	17TH ST	MARION: IOWA			0.00									
2	17TH ST	IOWA: 2ND AVE			0.00			0.00						0
3	17TH ST	2ND AVE: 3RD AVE			0.00			0.00						0
4	17TH ST	3RD AVE: 4TH AVE			0.00			0.00						0
5	17TH ST	4TH AVE: 5TH AVE			0.00			0.00						0
6	17TH ST	5TH AVE : 6TH AVE			0.00			0.00						0
22	14TH ST	MARION: IOWA	360.00	18.00	720.00			0.00						0
23	14TH ST	IOWA: 2ND AVE		18.00	0.00			0.00						1
24	14TH ST	2ND AVE: 3RD AVE		20.00	0.00			0.00						
25	14TH ST	3RD AVE: 4TH AVE		18.00	0.00			0.00						
26	14TH ST	4TH AVE: 5TH AVE		18.00	0.00			0.00						
27	14TH ST	DEAD END : 7TH AVE		20.00	0.00			0.00						
28	14TH ST	7TH AVE : 8TH AVE	80.00	18.00	160.00			0.00					0	
29	13TH ST	MARION: IOWA			0.00			0.00						1
30	13TH ST	IOWA: 2ND AVE			0.00			0.00						0
31	13TH ST	2ND AVE: 3RD AVE			0.00			0.00						0
32	13TH ST	3RD AVE: 4TH AVE			0.00			0.00						0
33	13TH ST	4TH AVE: 5TH AVE			0.00			0.00						0
34	13TH ST	5TH AVE : 6TH AVE			0.00			0.00						0
35	13TH ST	6TH AVE : 7TH AVE			0.00			0.00						0
36	13TH ST	7TH AVE : 8TH AVE			0.00			0.00						0
37	12TH ST	MARION: IOWA			20.00			0.00						0
38	12TH ST	IOWA: 2ND AVE			20.00			0.00						0
39	12TH ST	2ND AVE: 3RD AVE			0.00			0.00						0
40	12TH ST	3RD AVE: 4TH AVE			0.00			0.00						0
41	12TH ST	6TH AVE : 7TH AVE	284.00	18.00	568.00			0.00					0	
42	12TH ST	7TH AVE : 8TH AVE	284.00	20.00	631.11			0.00					1	
43	11TH ST	MARION: IOWA			0.00			0.00						1
44	11TH ST	IOWA: 2ND AVE			0.00			0.00						0
59	10TH ST	MARION: IOWA			0.00			0.00						0
60	10TH ST	IOWA: 2ND AVE			18.00			0.00						0
61	10TH ST	4TH AVE: 5TH AVE			18.00			0.00						0
62	10TH ST	5TH AVE : 6TH AVE			18.00			0.00						0
63	10TH ST	6TH AVE : 7TH AVE	288.00	18.00	576.00			0.00					0	
64	10TH ST	7TH AVE : 8TH AVE	296.00	18.00	592.00			0.00					0	1
65	9TH ST	MARION: IOWA			0.00			0.00						0
66	9TH ST	IOWA: 2ND AVE			0.00			0.00						0
67	9TH ST	4TH AVE: 5TH AVE	270.00	18.00	540.00			0.00					0	1

2015 Sealcoat Project - List of Streets

<u>SECTION #</u>	<u>NAME</u>	<u>LOCATION</u>
22	14TH ST	MARION: IOWA
28	14TH ST	7TH AVE : 8TH AVE
41	12TH ST	6TH AVE : 7TH AVE
42	12TH ST	7TH AVE : 8TH AVE
63	10TH ST	6TH AVE : 7TH AVE
64	10TH ST	7TH AVE : 8TH AVE
67	9TH ST	4TH AVE: 5TH AVE
71	8TH ST	DEAD END: C AVE
73	8TH ST	C AVE : B AVE
74	8TH ST	B AVE : MARION
75	8TH ST	MARION: IOWA
76	8TH ST	IOWA: 2ND AVE
106	6TH ST	C AVE : B AVE
108	6TH ST	MARION: IOWA
110	6TH ST	2ND AVE: 3RD AVE
111	6TH ST	3RD AVE: 4TH AVE
208	MAIN ST	CITY LIMITS : +300LF
209	MAIN ST	+300LF : +600LF
210	MAIN ST	+600LF : +900LF
211	MAIN ST	+900LF : HWY 92
347	ADAMS ST	9TH AVE : 10TH AVE
348	ADAMS ST	10TH AVE : 11TH AVE
349	ADAMS ST	11TH AVE : 12TH AVE
375	VAN BUREN ST	13TH AVE : 14TH AVE
395	TAYLOR ST	13TH AVE : 14TH AVE
401	TYLER ST	B AVE : +300LF
402	TYLER ST	+300LF : IOWA AVE
407	TYLER ST	8TH AVE : 9TH AVE
414	CEMETARY ST	W OF CEM. PARKING
415	PARKING LOT	CEMETARY OFFICE AREA
416	CEMETARY ST	S. OF CMTRY PARKING LOT
491	N. AVE H	3RD ST : 2ND ST
492	N. AVE H	2ND ST : MAIN ST
508	AVE E	JEFFERSON : MADISON
518	AVE E	LINCOLN : +300LF
519	AVE E	+300LF : +600LF
520	AVE E	+600LF : CITY LIMITS
532	AVE D	VAN BUREN : +300LF
533	AVE D	+300LF : TYLER
748	6TH AVE	7TH ST : 6TH ST
780	7TH AVE	WASHINGTON:JEFFERSON
784	7TH AVE	ADAMS : +300LF
785	7TH AVE	+300LF : VAN BUREN
800	8TH AVE	HARRISON : TAYLOR
801	8TH AVE	TAYLOR : TYLER
803	9TH AVE	2ND ST : MAIN ST
819	10TH AVE	3RD ST : 2ND ST
828	11TH AVE	3RD ST : 2ND ST
862	13TH AVE	HARRISON : TAYLOR
865	14TH AVE	MAIN : WASHINGTON
868	14TH AVE	ADAMS : +300LF
869	14TH AVE	+300LF : VAN BUREN
870	14TH AVE	VAN BUREN : HARRISON
871	14TH AVE	HARRISON : TAYLOR
872	15TH AVE	3RD ST : 2ND ST
873	15TH AVE	2ND ST : MAIN ST
874	15TH AVE	MAIN : WASHINGTON
883	SHOP	NORTH SIDE
885	SHOP	WEST SIDE

ENGINEERING SERVICES AGREEMENT

CITY OF WASHINGTON WEST 3rd STREET STORM DRAINAGE STUDY PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the **City of Washington**, hereinafter referred to as the **Owner**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City currently experiences localized flooding and ponding, sanitary sewer inflow, and premature street surface failure on West 3rd Street and adjacent streets due to inadequate storm drainage facilities, and

WHEREAS, the City desires the Engineers to complete a storm drainage study of the north side of the City including, (1) determination of the drainage areas and capacity of the existing storm drainage facilities, (2) estimate stormwater flows at critical points, and (3) to present recommendations on improvements to the north side storm drainage system for future improvements, with said study being referred to as **West 3rd Street Storm Drainage Study** or **Project**.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City of Washington retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed upon the West 3rd Street Storm Drainage Study shall include, but not limited to, the following services:
 - a. Determine drainage areas. The limits of the study area are bounded approximately by W. 2nd Street on the south, W. 5th Street on the north, S. 2nd Street on the east, and (1,300) one thousand three hundred feet west of the intersection of N. F Ave and W. 5th Street on the west. See attached map.
 - b. Confirmation of existing storm sewer facilities capacity.
 - c. Determine land use, topography, soil types, and other factors necessary to establish runoff coefficients and other data in the drainage area.
 - d. Estimate quantities of storm sewer flows at critical points in the drainage area under storm events with recurrence intervals of (Q_5) 5 and (Q_{10}) 10 years.

- e. Establish the capacity of the existing storm drainage system, excluding culverts, and ditches.
 - f. Develop recommendations for improvements to the storm drainage system.
 - g. Review findings of the stormwater drainage report with City staff.
 - h. Develop estimates of cost for all recommended improvements.
 - i. Prepare report to summarize findings, and recommendations.
2. **TIME OF COMPLETION.** This study shall be undertaken in a timely manner. The study will be completed and presented within approximately 60 days.
3. **RESPONSIBILITY OF THE CITY.** It is understood and agreed that the City will provide assistance in the study and data acquisition. The assistance will include making available information which would affect the study. Specific items of responsibility of the City include:
- a. Make available any existing information on the sanitary sewer system and storm sewer system including previous studies, operational reports, and records of construction and reconstruction.
 - b. Provide relevant information on existing mapping or other similar information in the area included in the study.
 - c. Confirm the drainage area by field investigation.
 - d. Confirmation of existing storm sewer facilities including: location, size, type, elevations, and condition. (via photo and inspection)
4. **COMPENSATION.** The fee for services set forth in this Agreement for preparation of the storm drainage study shall be on an hourly basis at the standard hourly rates for personnel of the Engineers actually engaged in performance of the services. The maximum fee established under Agreement for the services set forth in 1. **SCOPE OF PROJECT SERVICES** shall not exceed the sum of Twelve Thousand Dollars (\$12,000) including expenses. The fee for services under this Agreement shall be billed and payable monthly during the course of the rendering of the services.

The design of any improvements will be an additional fee set out under a separate contract.

5. **LEGAL SERVICES.** The Owner shall provide the services of their Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

- 6. SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:
- a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
 - b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.
 - c. Services relating to negotiating the acquisition of right-of-way and easements, permanent or construction.
 - d. Services related to underground utility replacements and repairs (water main and sanitary sewers and services)
 - e. Legal surveys and property surveys, other surveys necessary for preparation of easement drawings, are not included in this Project cost, in or out of the project area.
 - f. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area.
 - g. Materials testing for design, approval and use.
 - h. Grant writing or compliance requirements if funding is secured beyond local requirements and funding.
 - i. Any services associated with construction administration, observation or project closeout for the awarded construction contract.
 - j. Services associated with construction staking, right-of-way acquisition, right-of-way, easements and services beyond those included in the design of the Project, and condemnation proceedings.
 - k. Soil borings or geotechnical analysis of the project area.
 - l. Topographic surveys for design of improvements.

7. DISPUTE RESOLUTION

- a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

8. CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call for renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

9. CHANGES. If after approvals of the plan or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.

10. EXTRA WORK. Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications or additional bid lettings in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees plus expenses for personnel engaged in the authorized extra work.

11. INDEMNIFICATION. The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

12. INSURANCE. The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis:

General Liability**	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella) **	*5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability**, *	1,000,000/2,000,000

* The Owner is not to be named as an additional insured.

**Occurrence/Aggregate

13. TERMINATION. Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.

14. ASSISTANTS AND CONSULTANTS. It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.

15. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF WASHINGTON

ATTEST:

By _____

By _____

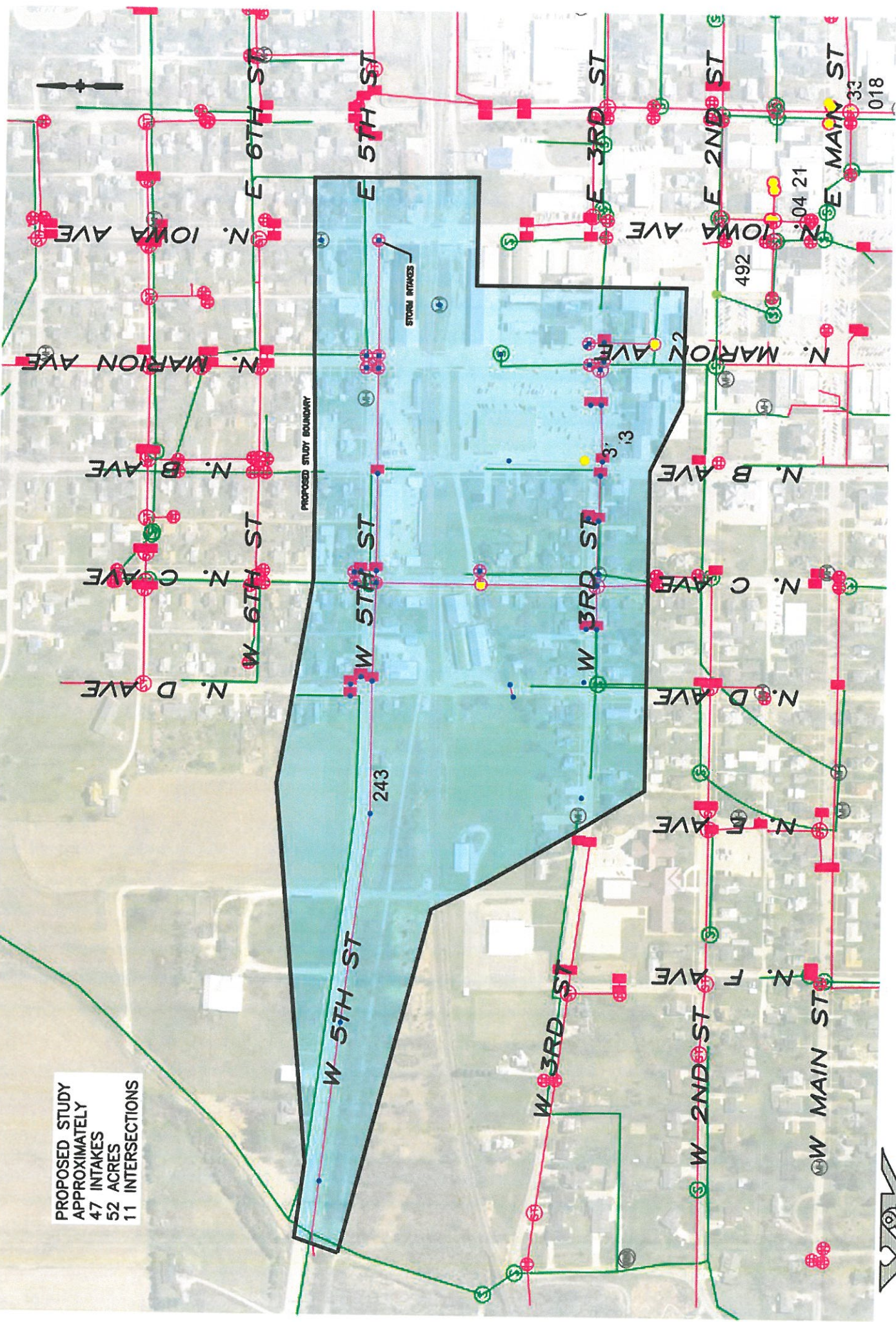
VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Project Manager

By  _____
Authorized Representative

PROPOSED STUDY
 APPROXIMATELY
 47 INTAKES
 52 ACRES
 11 INTERSECTIONS



VEENSTRA & KIMM, INC.

W. 3RD STREET STORM STUDY
 CITY OF WASHINGTON, IOWA
 FIGURE 1

**CITY OF WASHINGTON, IOWA
WASHINGTON, IOWA
NEW 0.5 MG ELEVATED WATER STORAGE TANK**

NOTICE OF PUBLIC HEARING AND INVITATION TO BID

Notice is hereby given that the City Council of the City of Washington, Iowa, will meet at the Council Chambers in the old public library at 120 East Main Street, Washington, Iowa, at 6:00 p.m. on May 5, 2015 at which time and place the City Council will hear objections to the proposed plans, specifications, form of contract, and estimated cost for the New 0.5 MG Elevated Water Storage Tank project.

Sealed Bids for the construction of the New 0.5 MG Elevated Water Storage Tank will be received, by City of Washington, Iowa, at the office of the City Clerk at City Hall, 215 East Washington Street, Washington, Iowa, until 2 pm local time on April 28, at which time bids will be publically opened and read aloud at City Hall. All bids received after the deadline for submission of bids as stated herein shall not be considered and shall be return to the late bidder unopened. Contractor assumes all risk associated with delivery of his or her bid to the office of the city clerk prior to the specified time deadline.

The Project consists of constructing a new 0.5 MG elevated water storage tank made of welded steel and spheroidal in shape for use with municipal potable water distribution facilities at a rural site along West 5th Street. In addition to the tank and its accessories, the project includes providing new water main and a gravel access road to the tank site from the street right-of-way. Minor electrical power service and controls are also included to integrate the new tank's controls with the existing high service pump controls.

All bids shall be submitted to the City Clerk of Washington, Iowa on or before the time set herein for the bid opening. Bids shall be made on the Proposal Form furnished by the City of Washington, in a sealed envelope labeled or marked as required by the Instructions to Bidders.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form. Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Washington, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Washington, Iowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of City of Washington, Iowa, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans.

The Contractor will be paid each month Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

The City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

The City of Washington reserves the right to defer acceptance of any bid for a period not to exceed sixty (60) days after receipt of bids, and no bid may be withdrawn during this period.

The work under the proposed contract shall commence within thirty (30) days of the written "Notice to Proceed." The work shall be substantially completed within 435 days after the date when the Contract Times commence to run, and completed and ready for final payment within 465 days after the date when the Contract Times commence to run, subject to any changes granted by the Owner.

Iowa law provides that on public improvements a resident bidder shall be allowed preference as against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference so allowed shall be equivalent to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor.

Each bidder shall accompany its bid with bid security as defined in Code of Iowa Section 26.8. Each successful bidder shall be required to furnish a corporate surety bond in an amount equal to one hundred percent (100%) of its contract price. Said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement in good repair for a period of two (2) years from and after the completion and acceptance by the City Council. Out-of-state bidders shall be prepared to submit an Out-of-State Contractor Bond to the Iowa Division of Labor in accordance with Chapter 91C of the Code of Iowa.

The Issuing Office for the Bidding Documents is: FOX Engineering, 414 South 17th Street, Ames, Iowa 50010, and the contact person is Rob Baker, P.E., rjb@foxeng.com, (515) 233-0000. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8 am to 5 pm, local time, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Bidding Documents also may be examined at the office of the City Clerk, City Hall, 215 East Washington Street, Washington, Iowa, on Mondays through Fridays between the hours of 8 am to 5 pm or online using the bid document service by QuestCDN.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a deposit of \$100 for each set. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 14 days after the Award of Contract will receive a full refund. Checks for Bidding Documents shall be payable to FOX Engineering. Upon receipt of the bidding document deposit indicated, the Issuing Office will transmit the Bidding Documents by hand or via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Bidding Documents may be accessed online by registering online with QuestCDN at www.questcdn.com. Following registration, complete sets of Bidding Documents may be downloaded from the website as portable document format (PDF) files. Bidders must input the Quest project cost number 3826013 on the website's search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and printing digital project information. Website registration is necessary to ensure that prospective bidders are placed on the plan holders list and remain informed of addendum and other essential communications prior to the bid date. If the prospective bidder has a concern about the validity of the digital information downloaded from www.questcdn.com, then prospective bidder shall access the paper copies on file at the Owner's or the Engineer's office to verify the information in question.

Bids will be accepted only from Bidders prequalified by the Engineer. Contact Rob Baker, P.E., FOX Engineering, rjb@foxeng.com, (515) 233-0000 for assistance with bidder's prequalification. Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders and Specification Section 13200.

Owner: City of Washington, Iowa
By: Illa Earnest
Title: City Clerk
Date: April 2, 2015

RESOLUTION NO. _____

**A RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST
FOR NORTH WATER TOWER PROJECT**

WHEREAS, FOX Engineering Associates has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as "New 0.5 MG Elevated Water Storage Tank"; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 5th day of May, 2015.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk



May 1, 2015

Mr. Brent Hinson
City of Washington
215 E. Washington Street
Washington, Iowa 52353

RE: New 0.5 MG Elevated Water Storage Tank
FOX P.N. 3424-14A.440

Dear Mr. Hinson and City Council:

The purpose of this letter is to summarize recent construction bid activities regarding the New 0.5 MG Elevated Water Storage Tank project and to provide our recommendation to you for your consideration.

Bids for the project were received and opened on April 28, 2015 at 2:00 p.m. Four (4) bids were received and opened in the presence of the City Administrator, City Clerk, City Water Treatment Plant Superintendent and Operator, and one representative from a bidder. Due to the type of specialized structural construction, the bidders were required to be prequalified to bid the project. These were Caldwell, CB&I, Maguire Iron, Inc., and Phoenix Fabricators and Erectors, Inc. No others attempted to be prequalified. The base bids ranged from \$1,416,000.00 to \$1,571,140.00. Our Opinion of Probable Construction Cost for the base bid of this project was \$1,812,800. A bid tabulation summary is enclosed for your reference.

Based on previous budget estimates provided by the bidders during design, the design summary documents submitted with the bid, and our own cost opinion, we believe that the low bid represents a valid cost for the project under the present conditions. The construction documents established that the contract will be awarded to the lowest responsive, responsible Bidder whose bid is in the best interest of the Project. Caldwell Tanks, Inc. of Louisville, Kentucky, submitted the apparent low base bid of \$1,416,000.

We believe Caldwell Tanks has a practical knowledge of the work, adequate equipment, and supervisory personnel to complete the work. Performance of the construction work will be backed with a 100% performance and payment bond. We also believe that their proposal is reasonable relative to the other bidders and the Engineer's Opinion of Probable Cost.

Therefore, we recommend that the contract for the project be awarded to Caldwell Tanks, Inc. of Louisville, Kentucky. We recommend awarding the Base

Bid, plus Price Adjustment No. 1, and to accept Alternate No 1, for a total award amount of \$1,434,800. Price Adjustment No. 1 provides a unit price and a quantity for replacing any field drain tile that is disturbed or damaged during the water main construction. The quantity is very approximate since the locations of tile drains were not known to the Engineer during the design. Alternate No. 1 is the high performance finish paint product for the exterior of the tank coating. This product is expected to extend the period before the tank will need to be painted again, and has the best color retention under the expected UV exposure.

The Iowa DNR has reviewed this project and we will receive a construction permit in the next few days. Award should be contingent upon receiving the construction permit.

Please feel free to contact us if you have any questions or comments regarding this recommendation.

Sincerely,
FOX ENGINEERING ASSOCIATES, INC.



Rob J. Baker, P.E.
Project Manager

BID TABULATION

**New 0.5 MG Elevated Water Storage Tank
Washington, Iowa**

BID DATE: April 28, 2015 @ 2:00 PM

FOX PN: 3424-14A

	Engineer's Estimate	Caldwell	Maguire Iron	CB&I	Phoenix Fabricators
CHECK OR BID BOND	n/a	Bond	Bond	Bond	Bond
Design Submittal provided with Bid?	n/a	Yes	Yes	Yes	Yes
Bidder Status Form?	n/a	Yes	Yes	Yes	Yes
DESCRIPTION	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
BASE BID, LUMP SUM	\$1,812,800.00	\$1,416,000.00	\$1,448,000.00	\$1,571,000.00	\$1,571,140.00
Alternate 1 (Add)	\$25,000.00	\$17,900.00	\$17,000.00	\$16,500.00	\$21,000.00
Adjustment Price 1 (cubic yard)	\$1,000.00	\$900.00	\$800.00	\$900.00	\$1,250.00
Total of Base Bid plus Adjustment Price 1	\$1,813,800.00	\$1,416,900.00	\$1,448,800.00	\$1,571,900.00	\$1,572,390.00
Total of Base Bid plus Adjustment Price 1 plus Alternate No. 1	\$1,838,800.00	\$1,434,800.00	\$1,465,800.00	\$1,588,400.00	\$1,593,390.00

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

WHEREAS, the construction project known as "New 0.5 MG Elevated Water Storage Tank" has been designed and publicized for bid, and bids were received on April 28, 2015:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as "New 0.5 MG Elevated Water Storage Tank" be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Caldwell Tanks, Inc.

Amount of Bid: \$1,416,900.00

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements.

PASSED AND APPROVED, this 5th day of May, 2015.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF NORTH 6th AVENUE STORM SEWER PROJECT FOR THE CITY OF WASHINGTON, IOWA, AND THE TAKING OF BIDS THEREFOR

Notice is hereby given that the City Council of Washington, Iowa will meet in the Council Chambers at the old Public Library, 120 East Main Street, Washington, Iowa, at 6:00 p.m. on the 5th day of May, 2015, at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of North 6th Avenue Storm Sewer Project and work incidental thereto for said City.

Sealed proposals will be received by the City Clerk of the City of Washington, Iowa, at City Hall, 215 East Washington Street, Washington, Iowa, until 2:00 p.m. on the 30th day of April, 2015, for the construction of North 6th Avenue Storm Sewer Project. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the May 5th City Council Meeting or at such later time and place as then may be fixed.

The nature and extent of the improvements are as follows:

NORTH 6TH AVENUE STORM SEWER PROJECT

Provide all labor, equipment, and materials necessary to construct approximately 620 LF of storm sewer, 9 each SW-513 area intakes, subdrain, and seal coat street restoration. Work includes intakes, storm sewer, subdrain, excavation, construction staking, seal coat paving, surface restoration, and miscellaneous associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Washington, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check

Notice of Hearing and Letting

drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF WASHINGTON, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

By virtue of statutory authority, preference will be given to projects and provisions grown, and coal produced within the State of Iowa, and preference will be given to Iowa domestic labor in the construction of the improvements.

The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

The City Council reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contract as it shall deem for the best interest of the City. The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) from the date of receiving bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period as required by the specifications after its completion and acceptance by the City Council.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed and shall be completed by October 2, 2015.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Notice of Hearing and Letting

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds, and/or from cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be based on monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed including materials and equipment delivered to the job during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the

Notice of Hearing and Letting

restoration of any damaged work except such as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted by him under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Coralville, Iowa, which plans and specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

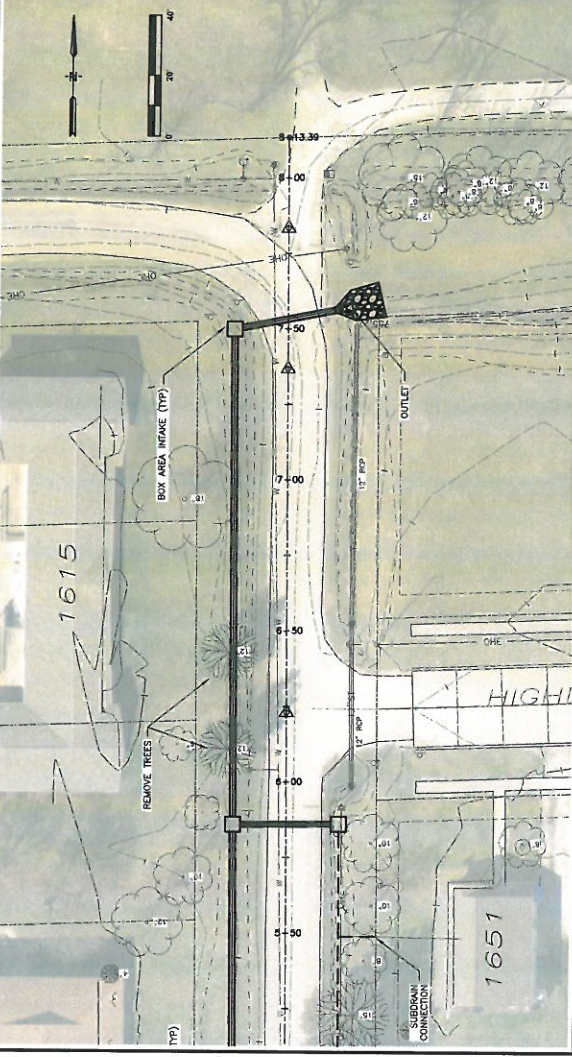
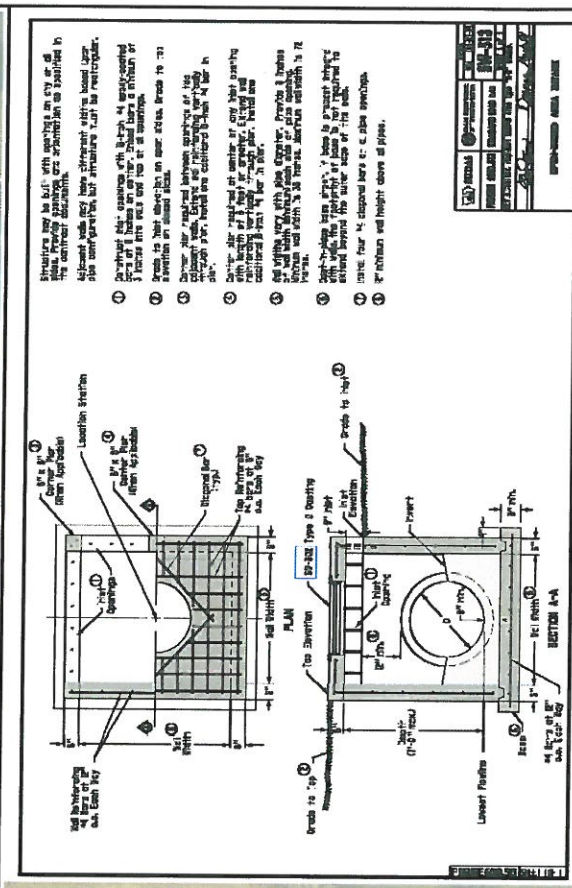
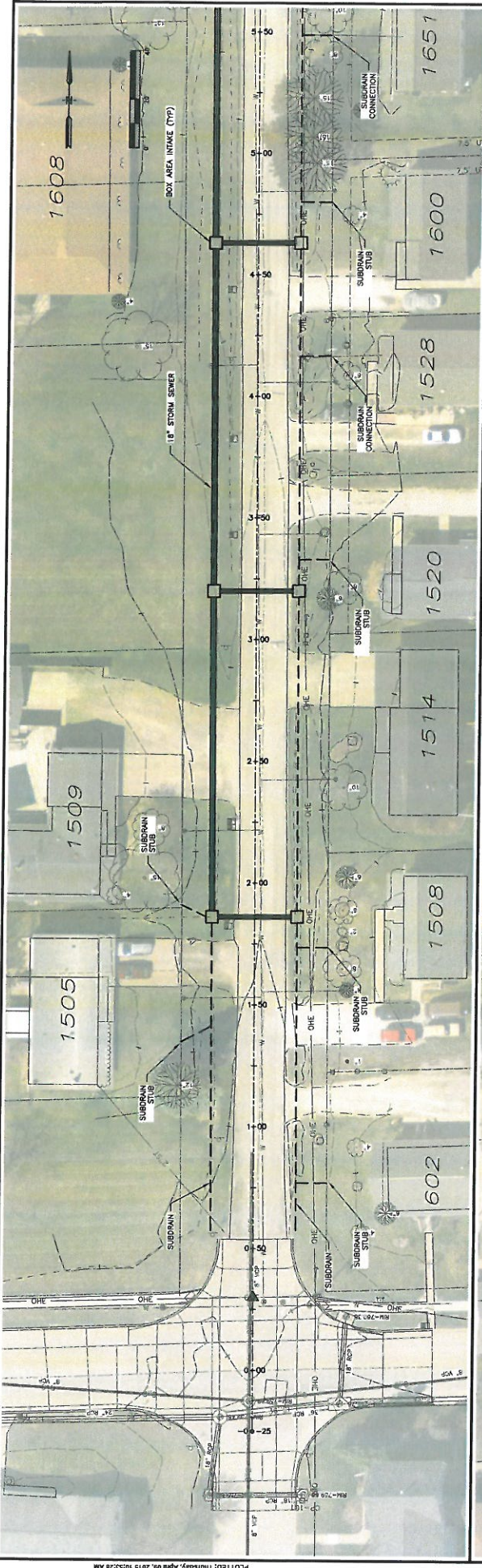
Notice of Hearing and Letting

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies are available from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jillc@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Technigraphics, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

This notice is given by order of the Council of the City of Washington, Iowa.

CITY OF WASHINGTON, IOWA
Sandra Johnson, Mayor

ATTEST:
Illa Earnest, City Clerk



1. This drawing is to be used in conjunction with the City of Washington Storm Sewer Manual and the City of Washington Storm Sewer Ordinance. It is intended to provide a standard for the design and construction of storm sewers in the City of Washington.
1. All storm sewers shall be constructed of 12-inch diameter pipe with a minimum depth of 12 inches.
 2. All storm sewers shall be installed with a minimum slope of 0.25%.
 3. All storm sewers shall be installed with a minimum cover of 12 inches.
 4. All storm sewers shall be installed with a minimum depth of 12 inches.
 5. All storm sewers shall be installed with a minimum depth of 12 inches.
 6. All storm sewers shall be installed with a minimum depth of 12 inches.
 7. All storm sewers shall be installed with a minimum depth of 12 inches.
 8. All storm sewers shall be installed with a minimum depth of 12 inches.
 9. All storm sewers shall be installed with a minimum depth of 12 inches.
 10. All storm sewers shall be installed with a minimum depth of 12 inches.

NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	04/08/2015
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

N. 6TH AVE STORM SEWER PLAN

NORTH 6TH AVENUE STORM SEWER PROJECT
CITY OF WASHINGTON

VEENSTRA & KIMM, INC.

560 22nd Avenue Suite 4 • Coralville, Iowa 52241-1565
319-665-1000 • 319-665-1000FAX • 888-247-6007(MATS)

DWG. NO. 1 OF 1 PROJECT 24442

DATE	REVISIONS	SCALE	APPROVED	VERIFY SCALE
				1" = 10' HORIZONTAL 1" = 4' VERTICAL

RESOLUTION NO. _____

**A RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST
FOR NORTH 6TH AVENUE STORM SEWER**

WHEREAS, Veenstra & Kimm, Inc. has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as “North 6th Avenue Storm Sewer Improvements”; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 5th day of May, 2015.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk



May 1, 2015

Brent Hinson
City Administrator
City of Washington
215 E. Washington Street
Washington, IA 52353

WASHINGTON, IOWA
NORTH 6th AVENUE STORM SEWER
RECOMMENDATION TO AWARD CONTRACT
BID TAB

The City of Washington received bids until 2:00 P.M., April 30, 2015 for the North 6th Avenue Storm Sewer Project. A total of two bids were received as follows:

<u>Bidder</u>	<u>Bid</u>
G&R Miller Construction	\$ 96,466.65
DeLong Construction, Inc.	\$119,651.90

The apparent low bid for the project was submitted by G&R Miller Construction with its bid in the amount of \$96,466.65. We have enclosed one copy of our certified bid tabulation for your use. Veenstra & Kimm, Inc. has examined the bidding documents and they appear in order.

The Engineer's estimate of cost for the project was \$120,000.00. The low bid submitted by G&R Miller Construction was approximately 19.6% below the Engineer's estimate of cost for the project.

Veenstra & Kimm, Inc. believes G&R Miller Construction has sufficient experience and resources to complete the project within the contract time. We also believe that the low bid is reflective of the current value of the project. We recommend that the City of Washington award the construction contract to G&R Miller Construction in the amount of the bid of \$96,466.65.

Brent Hinson
May 1, 2015
Page 2

If you have any questions or comments concerning the project, please contact us at
(319) 466-1000.

VEENSTRA & KIMM, INC.



Leland Belding
LJB:mmc
24643
Enclosures



BID TABULATION
NORTH 6TH AVENUE STORM SEWER PROJECT
WASHINGTON, IOWA

Bid No. 1

Bid No. 2

Project: Construct North 6th Avenue Storm Sewer Project
 for the following unit and lump sum prices:

G & R Miller Construction
 1002 W Monroe; P.O. Box 3
 Washington, IA 52353

DeLong Construction, Inc.
 P.O. Box 488
 Washington, IA 52353

<u>Item Code</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	2101-0850002 Clear + Grubb	UNIT	20	\$ 50.00	\$ 1,000.00	\$ 215.00	\$ 4,300.00
2	2102-2710070 Excavation, CL 10, Rdwy + Borrow	CY	350	\$ 3.20	\$ 1,120.00	\$ 13.00	\$ 4,550.00
3	2105-8425015 Topsoil, Strip, Salvage + Spread	CY	330	\$ 3.00	\$ 990.00	\$ 6.00	\$ 1,980.00
4	2213-7100400 Relocation Of Mail Box	EACH	5	\$ 100.00	\$ 500.00	\$ 300.00	\$ 1,500.00
5	2307-0025003 Agg, Rdwy Cover, 3/8"	TON	6	\$ 170.00	\$ 1,020.00	\$ 166.20	\$ 997.20
6	2307-0600451 Binder Bitumen, MC-3000	GAL	50	\$ 6.00	\$ 300.00	\$ 5.60	\$ 280.00
7	2315-8275025 Surf, Driveway, CL A CR Stone	TON	127	\$ 18.80	\$ 2,387.60	\$ 21.00	\$ 2,667.00
8	2402-0425031 Granular Backfill	TON	85	\$ 23.50	\$ 1,997.50	\$ 23.00	\$ 1,955.00
9	2416-0100018 Apron, Conc, 18"	EACH	1	\$ 1,980.00	\$ 1,980.00	\$ 1,090.00	\$ 1,090.00
10	2435-0251300 Intake, SW-513	EACH	9	\$ 2,660.00	\$ 23,940.00	\$ 3,650.00	\$ 32,850.00
11	2502-8212036 Subdrain, Longitudinal, (Shld) 6"	LF	511	\$ 20.25	\$ 10,347.75	\$ 11.70	\$ 5,978.70
12	2502-8220193 Subdrain Outlet (RF-19C)	EACH	7	\$ 105.00	\$ 735.00	\$ 600.00	\$ 4,200.00
13	2503-0134215 Storm SWR G-M/Cas,Trnched, RCP 2000c	LF	140	\$ 41.90	\$ 5,866.00	\$ 49.00	\$ 6,860.00
14	2503-0134218 Storm SWR G-M/Cas,Trnched, RCP 2000c	LF	604	\$ 43.20	\$ 26,092.80	\$ 51.00	\$ 30,804.00
15	2507-8029000 Erosion Stone	TON	10	\$ 73.00	\$ 730.00	\$ 72.00	\$ 720.00
16	2524-6765010 Rmv + Reinstall Sign	EACH	4	\$ 100.00	\$ 400.00	\$ 120.00	\$ 480.00
17	2526-8285000 Construction Survey	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
18	2528-8445110 Traffic Control	LS	1	\$ 2,200.00	\$ 2,200.00	\$ 4,060.00	\$ 4,060.00
19	2533-4980005 Mobilization	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00
20	2601-2636044 Seed + Fertilize (Urban)	ACRE	1	\$ 3,500.00	\$ 3,500.00	\$ 2,225.00	\$ 2,225.00
21	2601-2638352 Slope Protection, Wood Excelsior	SQ	90	\$ 4.00	\$ 360.00	\$ 22.00	\$ 1,980.00
22	2602-0000306 Perimeter + Slope Sediment Cntl Device, t	LF	500	\$ 4.00	\$ 2,000.00	\$ 4.35	\$ 2,175.00
23	2602-0000350 Rmvl of Perimeter + Slope Sedimnt Cntl D	LF	500	\$ 1.00	\$ 500.00	\$ 2.00	\$ 1,000.00

Total Base Bid
 (Items 1-23) **\$ 96,466.65**

\$ 119,651.90



**BID TABULATION
NORTH 6TH AVENUE STORM SEWER PROJECT
WASHINGTON, IOWA**

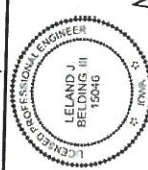
Project: Construct North 6th Avenue Storm Sewer Project
for the following unit and lump sum prices:

Engineer's Estimate

<u>Item Code</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	2101-0850002 Clear + Grubb	UNIT	20	\$100.00	\$ 2,000.00
2	2102-2710070 Excavation, CL 10, Rdwy + Borrow	CY	350	\$10.00	\$ 3,500.00
3	2105-8425015 Topsoil, Strip, Salvage + Spread	CY	330	\$15.00	\$ 4,950.00
4	2213-7100400 Relocation Of Mail Box	EACH	5	\$200.00	\$ 1,000.00
5	2307-0025003 Agg, Rdwy Cover, 3/8"	TON	6	\$50.00	\$ 300.00
6	2307-0600451 Binder Bitumen, MC-3000	GAL	50	\$10.00	\$ 500.00
7	2315-8275025 Surf, Driveway, CL A CR Stone	TON	127	\$35.00	\$ 4,445.00
8	2402-0425031 Granular Backfill	TON	85	\$35.00	\$ 2,975.00
9	2416-0100018 Apron, Conc, 18"	EACH	1	\$500.00	\$ 500.00
10	2435-0251300 Intake, SW-513	EACH	9	\$4,000.00	\$ 36,000.00
11	2502-8212036 Subdrain, Longitudinal, (Shld) 6"	LF	511	\$10.00	\$ 5,110.00
12	2502-8220193 Subdrain Outlet (RF-19C)	EACH	7	\$100.00	\$ 700.00
13	2503-0134215 Storm SWR G-M/Cas, Trnched, RCP 2000c	LF	140	\$30.00	\$ 4,200.00
14	2503-0134218 Storm SWR G-M/Cas, Trnched, RCP 2000c	LF	604	\$35.00	\$ 21,140.00
15	2507-8029000 Erosion Stone	TON	10	\$40.00	\$ 400.00
16	2524-6765010 Rmv + Reinstall Sign	EACH	4	\$100.00	\$ 400.00
17	2526-8285000 Construction Survey	LS	1	\$5,000.00	\$ 5,000.00
18	2528-8445110 Traffic Control	LS	1	\$5,000.00	\$ 5,000.00
19	2533-4980005 Mobilization	LS	1	\$5,000.00	\$ 5,000.00
20	2601-2636044 Seed + Fertilize (Urban)	ACRE	1	\$1,000.00	\$ 1,000.00
21	2601-2638352 Slope Protection, Wood Excelsior	SQ	90	\$25.00	\$ 2,250.00
22	2602-0000306 Perimeter + Slope Sediment Cntl Device, €	LF	500	\$5.00	\$ 2,500.00
23	2602-0000350 Rmvl of Perimeter + Slope Sedimnt Cntl D	LF	500	\$1.00	\$ 500.00
Total Base Bid					\$ 109,370.00
(Items 1-23)					

I hereby certify that this is a true tabulation of bids received on April 30, 2015 by the City of Washington, Iowa for the North 6th Avenue Storm Sewer Project.


Leland J. Beiding III, P.E.



Iowa License No. 15046
My license renewal date is Dec. 31, 2015

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

WHEREAS, the construction project known as "North 6th Avenue Storm Sewer Improvements" has been designed and publicized for bid, and bids were received on April 30, 2015:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as "North 6th Avenue Storm Sewer Improvements" be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Miller Welding & Tiling, Inc. dba G&R Miller

Amount of Bid: \$96,466.65

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements.

PASSED AND APPROVED, this 5th day of May, 2015.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 45.05 "ALCOHOL PROHIBITED IN CENTRAL PARK"

BE IT ORDAINED by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. **Delete Section.** Section 45.05, "Alcohol Prohibited in Central Park", is hereby repealed.

SECTION 2. **Add Section.** A new Section 45.05 is adopted as follows:

45.05 ALCOHOL PROHIBITED IN CENTRAL PARK. No person shall display, consume or possess beer, wine, liquor or any other alcoholic beverage on the premises and attendant facilities locally known as Central Park and legally described as Block 13, Original Plat, Washington, Iowa, except for community events with the advance permission of the City Council.

SECTION 3. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2015.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2015.

City Clerk

*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

Memorandum

May 1, 2015

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Purchase of 123 W. 2nd Street

As discussed at the April 28 workshop, I have negotiated the purchase of 123 W. 2nd Street (former Linda Lou's Diner) from Washington State Bank. The purchase price is \$85,000. I think all things considered this is a very good deal for the City. The bank had another offer in on the property, but selected our offer. The property is valued for tax purposes at \$152,800, and the Sheriff's Deed amount (the amount owed to State Bank) was \$159,217.36.

Acquisition of this property is essential for the success of the Former Library renovation project. I recommend that the Council approve the Offer to Purchase.

RESOLUTION NO. _____

**A RESOLUTION APPROVING OFFER TO
BUY REAL ESTATE AND ACCEPTANCE**

WHEREAS, the City Council authorized the City Administrator to negotiate the purchase of a certain property located at 123 East 2nd Street for future City use; and

WHEREAS, the City Administrator has conducted such negotiations and reached an accepted offer with the property owner:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. The City Council hereby approves the attached Offer to Buy Real Estate and Acceptance for the above-listed property with Washington State Bank.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 5th day of May, 2015.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Washington State Bank (hereinafter "Owner")

The undersigned Buyers, City of Washington, Iowa (hereinafter "City"), hereby offer to buy and Owner, by its acceptance, agree to sell all of Owner's property located 123 E. 2nd Street in Washington (former "Linda Lou's" location), said tract of real property situated in Washington County, Iowa, subject to easements and restrictions of record (the "Property"). The exact legal description of the Property shall be obtained from the abstract of title.

1. **Purchase Price/Time for Acceptance.** City shall pay to Owner the sum of **\$85,000.00** for the Property, and the method of payment shall be \$1,000.00 down with this offer and the balance of the Purchase Price to be paid at the closing, less any expenses outlined in Paragraph 9 below. This offer shall become null and void if not accepted and delivered to City by 5:00 p.m. on Friday, May 29, 2015
2. **Real Estate Taxes.** Owner shall pay all real estate taxes that are due and a pro-rata share of all of the real estate taxes that have accrued as of the date of closing.
3. **Risk of Loss and Insurance.** Owner shall bear the risk of loss or damage to the Property prior to closing and possession. Owner agrees to maintain existing insurance and City may purchase additional insurance. In the event of substantial damage or destruction prior to closing, Buyer may have the option to complete the closing and receive insurance proceeds regardless of extent of damages. The Property shall be deemed damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
4. **Possession and Closing.** If City timely performs all of its obligations, possession of the Property shall be delivered to City on or before July 1, 2015, and any adjustments for rent, insurance, interest and all charges attributable to Owner's possession shall be made as of the date of possession. Closing shall occur after the approval of title by City pursuant to Paragraph 6 below. Owner shall permit the City to inspect the property prior to closing to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the title transfer documents to City and receipt of all funds then due at closing from the City under this Agreement.
5. **Condition of Property.** The Property as of the date of this Agreement will be preserved by Owner in its present condition until closing. Owner makes no warranties, express or implied, as to the condition of the Property.
6. **Abstract and Title.** Owner, at Owner's expense, shall deliver to City, at its expense an abstract of title to the Property continued through the date of acceptance of this Agreement. It shall show marketable title in Owner in conformity with this Agreement, Iowa law and title standards of the Iowa Bar Association. Owner shall make every reasonable effort to promptly perfect title. If closing is delayed due to Owner's inability to provide marketable title, this

Agreement shall continue in full force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become property of the City when the Purchase Price is paid in full. Owner shall pay the costs of additional abstracting and title work due to any act or omission of Owner. The abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

7. **Environmental Matters.** Owner warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Owner has done nothing to contaminate the Property with hazardous wastes or materials. Owner warrants that the Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Owner shall also provide the City with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property. In the event that there exists any hazardous materials or substances, solid waste disposal sites or underground storage tanks on the Property, the City has the right to cancel this Agreement. If there exists any abandoned wells, the City may require Owner to cap the well in accordance with all applicable laws and regulations.

8. **Deed.** Upon payment of the Purchase Price, Owner shall convey the Property to the City by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances permitted by the City.

9. **Use of Purchase Price.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others. Owner shall pay the real estate transfer tax associated with this transaction and the City shall pay the costs of recording the documents.

10. **Remedies of the Parties.**

A. If the City fails to timely perform under this Agreement, Owner may forfeit this Agreement as provided in Iowa Code Chapter 656, and all payments made shall be forfeited, or, at Owner's option, upon thirty days written notice of intention to accelerate the entire balance because of the City's default (during which thirty days the default is not corrected), Owner may declare the entire balance immediately due and payable. Thereafter, this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Owner fails to timely perform this Agreement, the City has the right to all payments made returned to the City.

C. Owner and the City are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorneys fees.

11. **Notice.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, address to the parties at the addresses given below.

For City of Washington:

Brent Hinson, City Administrator
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

For the Owner:

Steven A. Bohn, President
Washington State Bank
121 S. Marion Street
P.O. Box 311
Washington, Iowa 52353

12. **General Provisions.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. The Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Owner and the City. Paragraphs and headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

13. **Real Estate Agent or Broker.** Both parties acknowledge and agree that neither party to this Agreement is using the services of a real estate agent or broker.

14. **Inspection/Testing.** During the term of this Agreement, the City may enter the premises for testing, surveying, inspection and will indemnify Owner for said entry. City agrees to give the Owner at least 24 hours notice before entering the Property.

15. **No condemnation.** The City hereby expressly agrees that it will not use its power of eminent domain to acquire this Property should voluntary negotiations fail to come to an agreement.

16. **City Council approval required.** Both parties acknowledge that this Agreement is not binding upon the City without first having been approved by the Washington City Council as required by law.

OFFER dated this ____ day of _____, 2015.

CITY:

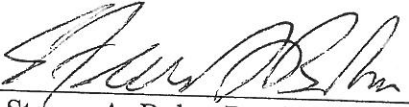
Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

OFFER ACCEPTED on this ____ day of _____, 2015.

WASHINGTON STATE BANK

By: 

Steven A. Bohn, President

EIN: 42-0586885